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**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: 2/7/86
COUNCIL MEETING TIME: 3:00 pm**

AGENDA ITEM SUMMARY TO BE PRESENTED AT COUNCIL MEETING

ITEM TITLE OR DESCRIPTION:

Mr. Bob Strother, Director, SC Appalachian Council of Governments presentation of annual report.

BACKGROUND OR HISTORY:

Oconee County is an active participant in the SC Appalachian Council of Governments. The director has given an annual report on activities in the County for several years.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATIONS FOR COMMITTEE ACTION:

No action required. Questions are welcomed. Information Only.

FINANCIAL IMPACT:


N/A

ATTACHMENTS:

Submitted or Prepared By:

Opal O. Green
Department Head

Approved for Submittal to Council:


Ron H. Rabun, Administrator

Reviewed By/Initials:

 N/A : County Attorney

 N/A : Finance

 N/A : Procurement

COG's Return on Investment: Oconee County's Bottom Line

Oconee County's annual investment in the Appalachian COG is \$27,951. The return to Oconee County on that investment in 2005 was \$1,303,296 – a return on investment ratio of \$46 to \$1.

How does this return on investment work? Let's take a look.

\$ -0- from the COG/SCDOT highway improvement bond pool. (Note 1)
\$ 803,296 from COG aging/workforce development subcontracts. (Note 2)
\$ 500,000 from federal/state direct grants programs. (Note 3)
\$1,303,296

Note 1 – Oconee County received over \$26 million in COG/SCDOT bond pool funds between 1998 and 2004. An additional \$9.8 million is scheduled to begin in late 2006.

Note 2 – These funds go directly into the County's economic base. They also lessen the demand on County resources from a growing and increasingly significant segment of the County's population.

Note 3 – Includes \$500,000 for the Town of Salem water project.

Additional Services to Oconee County During 2005 Included:

- Updated the Oconee County component of the Regional Comprehensive Economic Development Strategy.
- Provided terrorism awareness, supervisory and other training for 95 Oconee County employees.
- Completed the 2004-2005 Oconee County Economic Profile.
- Responded to 121 requests for economic and demographic information about Oconee County.
- Provided ongoing technical support and training for the Oconee County Economic Development Commission.
- Provided a variety of ongoing technical assistance to Oconee County's municipalities.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: 2/7/06
COUNCIL MEETING TIME: 3:00 PM

ITEM TITLE OR DESCRIPTION:

Report on possible high rise condominiums that may be constructed off Luther Land Roadway on Lake Keowee.

BACKGROUND OR HISTORY:

Lake Keowee has been an attraction to developers and new home owners for a number of years with several developments being built with access to boat docks on the lake. Marick Home Developers have presented a possible development to the Planning Department. This is not an official application and the Planning Department has no obligation to review it. The developers may, or may not officially file in the future.

SPECIAL CONSIDERATIONS OR CONCERNS:

At this time, Oconee County has no zoning that would prohibit a condominium from being constructed on Lake Keowee if the developer is willing to furnish water, sewer and fire protection to such a development.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

No action required. Staff will answer any questions from Council.

FINANCIAL IMPACT:

N/A

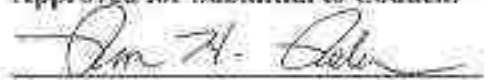
ATTACHMENTS:

None.

Submitted or Prepared By:

Opal O. Green
Department Head

Approved for Submittal to Council:


Ron H. Rabun, County Administrator

Reviewed By/Initials:

NA : County Attorney

NA : Finance

NA : Other



FOLKS PRESENTATION TO OCONEE COUNTY COUNCIL

Tuesday, February 7, 2006



FOLKS will present a position paper dated 1/9/2006 entitled "FOLKS Position Paper on Development in the Lake Keowee Watershed" at the Oconee County Council Workshop Meeting on February 7. This document had been under discussion and development since late summer of 2005.

We propose that the Oconee County Council impose a moratorium on the initiation of development of any multi-family housing complexes including but not limited to condos until such time as current regulation can be reviewed and modifications made which are consistent with the Comprehensive Plan adopted in June 2004.

At the time of adoption of that plan, estimates of population growth ranged from 12 to 15.2% and would result in our reaching 100,000 population between 2030 and 2040. As evidenced by the fact that there are now approximately 120 developments surrounding the lake (in Pickens and Oconee Counties) and given the current boom, it is not unreasonable to question those growth estimates and conclude that although the population may not grow faster, that the number of homes being built is increasing faster. This is due to the fact that many of the homes being built are second and third homes and not occupied full time. As a further indication of the fact that development is accelerating, consider the comment on page 77:

"...Due to a variety of factors, however, few new developments have been constructed in recent years."

Among the Objectives of the Comprehensive Plan is:

"Encourage and Assist population growth in a manner that protects and enhances Oconee County's natural resources, cultural resources and prime farmlands."

On page 49-Analysis we find the following comment:

"More and more, attention is being paid to efforts to protect, preserve these precious resources (e.g. natural resources-lake Keowee). To date, most local action has been on behalf of the private sector, for county government has taken little action to sustain the benefits received from these resources. While state and federal regulations do help, without complimentary local controls, specifically crafted to fit the needs of Oconee County, the resources that local residents deem to be invaluable, will continue to be unnecessarily threatened."

One of the Natural Resource Objectives (pg 51) was:

"Preserve, protect and enhance Oconee County's environmentally sensitive lands, unique scenic views, agrarian landscapes and topographical features."

Objective 9 on page 55:

"Explore and evaluate the need for a program of development fees. This would involve the paying of up-front fees by developers to offset the impact of new development on schools and infrastructure."

On page 127, the last sentence reads as follows:

"...Therefore, as Oconee County moves ahead with its economic development efforts, to insure potential investors that their money will not suffer from a future nuisance land use, it will be necessary to re-evaluate the level of protection the county offers through stricter land use regulation."

One of the strategies listed on page 133 regarding land use is:

"Consideration of county-wide zoning process that includes public education and opportunities for a wide range of public input... in 2007"

When the County Council was considering adoption of the Comprehensive Plan, I stood before you representing FOLKS and commended you on an excellent step forward and we urged passage of the Plan, it was passed. We further suggested that some of the timelines for consideration of various land use and environmental elements needed to be moved up.

There has been some study and action by the Planning Commission along the existing timelines but, here we are in 2006 and, quite frankly, development pressures are overriding the County's ability to deal with that pressure in a manner consistent with the Comprehensive Plan that you adopted.

For this reason alone, it is necessary and reasonable for the County Council to impose a moratorium on the initiation of development of any multi-family housing complexes around the lakeshore including but not limited to condos until such time as current regulation can be reviewed and modifications made which are consistent with the Comprehensive Plan adopted in June 2004.

There are a number of alternatives regarding land use planning around the lakeshore which should be explored during this moratorium, including, but not limited to:

- The establishment of a "Designated Watershed" under provisions of the 1978 Code, Title 48, Chapter 14, Section 72-309. A Designated Watershed means a watershed designated by a local government and approved by the Department of Health and Environmental Control and identified as having an existing or potential stormwater, sediment control, or nonpoint source pollution problem. This could be considered by both Oconee and Pickens Counties.
- Adoption of "citizen-based land use regulations" as has been done in Anderson and other counties. The process for this involves adoption of enabling legislation by the County Council and provides for the establishment of different diverse districts, one of which could be the lake shoreline and a certain amount of land up from it.

FOLKS stands prepared to work with any citizen/government study committees that are formed to study and recommend a source of action.

Thank you for being afforded this opportunity to present this information.

See Turetzky-President FOLKS



Friends Of Lake Keowee Society

good neighbor families, working to keep Lake Keowee clean, safe and beautiful

E-mail: keoweefolks@charter.net
www.keoweefolks.org

864-882-1658

4065 Keowee School Rd.
Seneca, SC 29672-0640

FOLKS Position Paper on Development in the Lake Keowee Watershed

Friends of Lake Keowee Society has been asked to respond to concerns raised by members regarding proposed and rumored high density/commercial and transient-residential complexes on the lakeshore. The FOLKS Board of Directors has spent considerable time trying to determine our role in the public discussion of these lake projects. Our mission is clearly stated in our by-laws and reads as follows:

Folks mission is to preserve, protect and enhance Lake Keowee and its watershed through conservation, science, education and promotion of good governance so that the lake remains clean, clear, safe, and beautiful for its property owners, users, visitors, area businesses, and future generations.

To fulfill that mission, we try to be the advocate of the lake and to speak for the lake. We start with some broad principles that then allow us to focus on our efforts in education, monitoring, protection, advocacy, and remediation.

The first basis for our understanding of lake ecology is that any and all activity in the watershed ultimately affects the lake. Whether these activities are natural or man-made, most have an adverse effect. It follows that our efforts should be directed to minimizing the impact of such activity on lake quality.

Using this concept, we can move toward identifying those specific activities that have the greatest and most immediate potential for adversely affecting the lake. Many, but not all, of these threats come from activities immediately adjacent to, or close to, the lakeshore or its feeder streams, but we must remember that the entire watershed is just a drainpipe or stream away from the lake.

Stormwater, with its potential contaminants and sediment, is among the greatest threats. The stormwater problem is directly attributable to, as well as, directly proportional to, the amount of land disturbed from development. Impervious surfaces, such as roads, driveways, parking lots, and launching ramps, compound the stormwater problem.

Sources of fecal coliform and nutrient contamination include: lawns, golf courses, sewer plants, septic systems, pets, wild animals, and farming operations. All of these sources need effective management, including routine maintenance of the treatment systems and BMPs employed.

Our mission statement also includes the words *safe and beautiful*. With this in mind, we must be concerned with potentially inappropriate shoreline development that can lead to overcrowding the lake with all forms of watercraft and water sports. *There are ample examples of lakes that have been severely compromised by all of the impacts discussed above.*

Therefore, in public forums and hearings, FOLKS will be a consistent advocate for those regulations, controls, and voluntary efforts that promote sustainable development and minimize impacts on the lake. We must also keep in mind that one of the most important current and expanding functions of the lake is the provision of safe drinking water, which may supersede increasing public access and recreation. One only needs to observe how carefully Greenville protects their other reservoirs to appreciate this concern.

FOLKS will continue our programs of education and advocacy, and we will stand with those who support proper planning for sustainable growth and the appropriate design and oversight of stormwater management systems, septic systems, the use of natural buffer strips, and shoreline stabilization and beautification efforts. As development progresses, governing regulations, environmental impact assessments and oversight activities will need to keep pace. The stewardship of this priceless resource is in the hands of each of us, and therefore, we all must become more informed and more involved with our local regulatory and other government agencies.

1/9/2006



FOLKS ADOPTS POSITION ON DEVELOPMENT IN THE LAKE KEOWEE WATERSHED ADVOCATES AND PRESENTS JUSTIFICATION FOR A MORATORIUM COUNTY COUNCIL

February 6, 2006

The FOLKS Board of Directors adopted a position statement on development in the Lake Keowee watershed on January 9, 2006 that is consistent with the FOLKS' Mission:

Folks mission is to preserve, protect and enhance Lake Keowee and its watershed through conservation, science, education and promotion of good governance so that the lake remains clean, clear, safe, and beautiful for its property owners, users, visitors, area businesses, and future generations.

Copies of the full position statement may be obtained at the FOLKS Office across from Pop's at 4065 Keowee School Road or downloaded from our website: www.keoweefolks.org.

Quoting a few sentences of the Position:

- *... "Our mission statement also includes the words safe and beautiful. With this in mind, we must be concerned with potentially inappropriate shoreline development that can lead to overcrowding the lake with all forms of watercraft and water sports. There are ample examples of lakes that have been severely compromised by all of the impacts discussed above."*
- *... "Therefore, in public forums and hearings, FOLKS will be a consistent advocate for those regulations, controls, and voluntary efforts that promote sustainable development and minimize impacts on the lake."*
- *... "FOLKS will continue our programs of education and advocacy, and we will stand with those who support proper planning for sustainable growth and the appropriate design and oversight of stormwater management systems, septic systems, the use of natural buffer strips, and shoreline stabilization and beautification efforts. As development progresses, governing regulations, environmental impact assessments and oversight activities will need to keep pace. The stewardship of this priceless resource is in the hands of each of us, and therefore, we all must become more informed and more involved with our local regulatory and other government agencies."*

The current Beacon Shores High-Rise Condominium proposal is, on the face of it, inconsistent with our Position and we will propose that the Oconee County Council impose a moratorium on the initiation of development of any multi-family housing complexes including but not limited to condos until such time as current regulation can be reviewed and modifications made which are consistent with the Comprehensive Plan adopted in June 2004. A copy of statements presented by Ben Turetzky, FOLKS President, to the 12:00pm gathering at the Duke World of Energy on Saturday February 4 is also available at the FOLKS Offices as well as on the website. This statement will also be presented to the County Council at their workshop meeting on Tuesday February 7th at 3:00pm.

Quoting a few sentences from the Moratorium comments taken from the 2004 OC Comprehensive Plan:

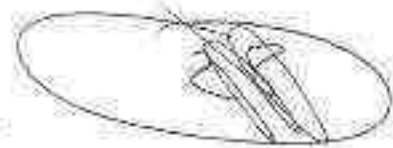
- *On page 49 Analysis we find the following comment:*
"More and more, attention is being paid to efforts to protect, preserve these precious resources (e.d natural resources like Lake Keowee). To date, most local action has been on behalf of the private sector, for county government has taken little action to sustain the benefits received from these resources. While state and federal regulations do help, without complimentary local controls, specifically crafted to fit the needs of Oconee County, the resources that local residents deem to be invaluable, will continue to be unnecessarily threatened."
- *Objective 9 on page 55:*
"Explore and evaluate the need for a program of development fees. This would involve the paying of up-front fees by developers to offset the impact of new development on schools and infrastructure."
- *On page 127, the last sentence reads as follows:*
"... Therefore, as Oconee County moves ahead with its economic development efforts, to insure potential investors that their money will not suffer from a future nuisance land use, it will be necessary to re-evaluate the level of protection the county offers through stricter land use regulation."
- *One of the strategies listed on page 133 regarding land use is:*
"Consideration of county-wide zoning process that includes public education and opportunities for a wide range of public input... In 2002?"

Land use regulation alternatives recommended for consideration include:

- *The establishment of a "Designated Watershed" under provisions of the 1976 Code, Title 48, Chapter 14, Section 72-309. A Designated Watershed means a watershed designated by a local government and approved by the Department of Health and Environmental Control and identified as having an existing or potential stormwater, sediment control, or nonpoint source pollution problem. This could be considered by both Oconee and Pickens Counties.*
- *Adoption of "citizen-based land use regulations" as has been done in Anderson and other counties. The process for this involves adoption of enabling legislation by the County Council and provides for the establishment of different diverse districts, one of which could be the lake shoreline and a certain amount of land up from it.*

FOLKS is a 501c(3) non-profit watershed organization with over 3000 individual members. We urge you to join us in protecting Lake Keowee and its watershed. Membership applications can be obtained at our HQ. Call Alice at 882-3855 or download application on our website: www.keoweefolks.org

Present in the Hall.



Dr. Kenneth T. Wallerius

~~Barbara Wallerius~~

~~Don Lang~~

~~Sharon Samelt~~

~~Rob Hameltn~~

~~Jean Keich~~

~~John A. Bieder~~

~~Nancy Darling~~

~~Don Edman~~

~~Sue Deerson~~

~~Sandra Stricker~~

~~Cyril Ann Narr~~

~~John Scott~~

~~DENNIS MILLER~~

~~Mike Wallace~~

~~William [unclear]~~

~~Don [unclear]~~

~~Barry [unclear]~~

~~Jane~~

~~Nellie Stout~~

~~Anna Marie~~

~~JESSE YOUNG~~

~~Patti Allen~~

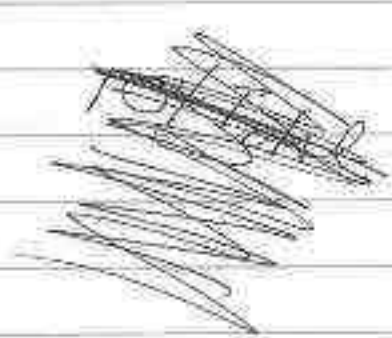
~~Jean Booth~~

~~MARIE + JOHN DAVIS~~

~~Art + Corlette Boyer~~

~~MARCO + BILL [unclear]~~

~~Bill + Ethel [unclear]~~



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Andy White
Ray White
Susan Wilson
Marianne Bell
Lynn M. Lewis
Max Cross
Andrea Miller

to Curtis
James Johnson
D. M. Johnson
Marion Mappert
Bob Olson
Margaret Smith 29672
Robert M. Perry
George Knudsen
Nancy Johnson
Suzanne Olson
John Smith
Julia Kagerudale
John Thompson
Audrey Johnson
Bob Gaud
Paul Keith
Betty Johnson
Wayne Montague
Lance Benson
John Johnson

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Bill Baume
 Joe Strauss
 Myra Claude
 Jo Anne Kayser
 Martha Hill
 Judy Kellner
 Judy Benson
 Chuck Kellner
 Bess Cooper
 Jack Cooper
 Ed Lape
 Hil Seibel
 Bess Cooper
 Thomas a. Morris
 Steph R. Hagg
 Joan L. Hagg
 Charlotte Holmes
 Doug & Mary Ann Havel
 Lyle Caswell
 Lyle Caswell
 Joy Sanderson
 Helen Walsh

Paul + Johanna

Harold Parks

Patricia + Lil Kullback

Shelton

DENNIS WIESE

Cheryl Wiese

Maureen Day

Ray Hummel

Ken Miller

Nkolina Hansen

Karen Booth

OSCAR DENNY

PHIL ALPHIN

Debbie Alphin

George CRETAUD

Frank + Hope Lewis

Brian + Barbara

Henry Grant

John ^{et al} ~~Grant~~

Carol Anderson

Ken Campbell

Elyzabeth Becker

Richard Becker

Robert Jarvin

Jacqueline Tolford

Shelly Tolford

Carl Votzka

Lo. Koss

Karolyn Ross

Carole Hill

David S. Hill

Henry Buzzard

Wendy Langford

Judy Langford

BYRON PARKER

GAIL PARKER

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: February 7, 2006
COUNCIL MEETING TIME: 3:00PM

ITEM TITLE OR DESCRIPTION:

Grant Application for Valenite Turn Lanes

BACKGROUND OR HISTORY:

During early efforts to encourage Valenite to make addition investments and create new jobs in Oconee County we worked with the State to seek assistance for turn-in and turn-out lanes for the Valenite facility upgrade. At that time approximately \$145,000 was ear-marked for this project by the State. Due to several challenges it has taken almost 18 months to get all the property and approvals, now we need to get the application for the funds to the State.

SPECIAL CONSIDERATIONS OR CONCERNS:

Valenite has invested close to \$87,000,000 since 2003 in buildings and equipment. They have created or are in the process of creating 94 new jobs in Oconee County.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

That County Council approves applying for a \$145,000 grant as soon as possible and permits the bidding process to begin.

FINANCIAL IMPACT:

The County may be requested to cover any differences between the grant from the State and the actual cost of the project. The estimate for the project is \$148,046.30. This estimate includes a 10% contingency. If there is a cost over-run funds are available in the Economic Development Infrastructure budget.


ATTACHMENTS:

Valenite Turn Lanes Construction Cost Estimate, 1/6/2006

Submitted or Prepared By:


Department Head/Elected Official
James W. Alexander

Approved for Submittal to Council:

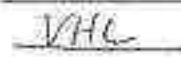

Ron H. Rabun, County Administrator

Reviewed By/ Initials:

 County Attorney

 Finance

 Procurement

 Grants Administration

C: Clerk to Council

Goldie and Associates

210-A W. North Second Street, Seneca, SC 29678

Phone (864) 882-8194 Fax (864)882-0851

To: Mr. Jim Alexander Job #: 22.51 Date: 1/6/2006
Oconee County Economic Development
502 East Main Street Attn:
Walhalla, SC 29691

Fax #: (864) 638-4209

Re: Valenite Turn Lanes

We are sending you the following items: Attached Fax _____ Number of pages:
(including this cover sheet)

Description:

- Attached please find a revised construction cost estimate and drawings for the project.
If you need further information, please let me know. Thanks.

Copy to:

Signed



Alan Pope, P.E.

Project Manager

If enclosures are not as noted, please notify us at once.

**Valente Turn Lanes
Construction Cost Estimate**

| No. Item | Quantity | Unit | Unit Price | Total Price |
|--|----------|------|--------------------|--------------|
| 1. Mobilization | 1 | LS | \$10,000.00 | \$10,000.00 |
| 2. Sediment and erosion control measures (includes Silt fence & other erosion control material, etc.) | 1 | LS | \$5,000.00 | \$5,000.00 |
| 3. Demolition | 1 | LS | \$5,000.00 | \$5,000.00 |
| 4. Site grading | 1 | LS | \$7,500.00 | \$7,500.00 |
| 5. Grassing | 1.1 | AC | \$2,500.00 | \$2,750.00 |
| 6. Asphalt Paving | 1,755 | SY | \$45.00 | \$78,975.00 |
| 7. Catch Basin Modification | 1 | LS | \$8,000.00 | \$8,000.00 |
| 8. Storm drains, RCP 18" diameter | 128 | LF | \$33.00 | \$4,158.00 |
| 9. Heelwalls | 6 | EA | \$1,750.00 | \$8,750.00 |
| 10. Paint traffic lines and arrows | 1 | LS | \$5,000.00 | \$5,000.00 |
| 11. Rock Excavation | 0 | CY | \$160.00 | \$0.00 |
| 12. Excavate unsuitable soil material and haul, place and compact suitable fill material | 0 | CY | \$30.00 | \$0.00 |
| Total (Items 1 - 12) | | | Total = | \$135,133.00 |
| | | | Contingency (10%): | \$13,513.30 |
| | | | Total: | \$148,646.30 |

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 7, 2006
COUNCIL MEETING TIME: 3:00 PM

ITEM TITLE OR DESCRIPTION:

Request for approval of ATAX grant request from Oconee Community Theatre in the amount of \$5,430.00 for advertising/promotion of weekend Theatre package. Request approved in ATAX Committee on 1/25/06 by a unanimous vote.

BACKGROUND OR HISTORY:

State ATAX funds are received quarterly and 65% of these funds are Tourism Related funds that are to be disbursed as recommended by the ATAX committee and approved by County Council.

SPECIAL CONSIDERATIONS OR CONCERNS:

The weekend Theatre package will include two tickets to an Oconee Community show, dinner for two at local restaurant and an overnight stay at an Oconee County hotel. Target areas are North East Georgia and Western North Carolina. Advertising will be in local newspapers and radio stations in these target areas.

STAFF RECOMMENDATION:

Approval of ATAX grant request of \$5,430.00 to the Oconee Community Theatre.

FINANCIAL IMPACT:

\$5,430.00 of State ATAX funds

ATTACHMENTS:

Oconee Community Theatre Application

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:


Ron H. Rabun, County Administrator

Reviewed By/ Initials:

 Finance

C: Clerk to Council

For Tourism Related Projects

I. Applicant

Oconee Community Theatre
PO Box 291
Seneca, SC 29679
Phone: 864 882-1910

Bill Chiusano
Executive Director

II. Funds Requested

- A. ATAX Fund Requested \$5430.00
- B. How will ATAX funds be used? The advertise OCT's Weekend Theatre Package in newspaper and radio in NE Georgia and Western NC for our February, May and June shows.
- C. Provide itemized budget. Three estimates for work to be done. Attached
- D. Funds furnished by your organization \$ 0

III. Narrative Project Description

- A. Project Title: Weekend Theatre Package
- B. Description of Project: Promote Weekend Theatre Package that would include two tickets to an OCT show, dinner for two at local restaurant and an overnight stay at an Oconee County hotel. Target areas are NE Georgia and Western NC. We intend to advertise in the local newspapers and radio stations in these areas.
- C. Who will benefit from this project? OCT will benefit from an increase in attendance. The hotel and restaurant will benefit from increased occupancy and food sales. Additionally, local merchants will benefit from this increased traffic as these out of town folks will shop our local stores and buy gas and related items during their stay in Oconee County.

IV. Dates of Project

Beginning: January 2006 Ending: June 2006

V. Applicant Category

Non-profit Organization: Incorporated date: October 1971
Fed ID 23-7228997

VI. Demographic Data

How will project influence tourism in Oconee County?
OCT is presently a major tourism draw in the county. By partnering with these other businesses we will attract patrons from outside our county that otherwise

would not visit and spend money in Oconee. As a result of this promotion we will be able to attract more folks to our shows increase the dollars spent at the restaurants, shops and gas stations our patrons will frequent as a result of their theater activities.

How many visitors/participants attended events this year and anticipated next year?

We drew over 8500 attendees this season (Sept '04 through July '05). This was a 20% increase over last year. We expect to draw over 9000 attendees to our shows next season.

How many overnight stays were created by this event last year and are anticipated next year?

Last year (season) 26

Next Year - 40

How do you plan to advertise this event beyond a 50-mile radius of Oconee County?

The advertising program will include spots on WHLC in Highlands/Cashiers, Sky 104 in Clayton/Toccoa and print ads in the Toccoa, Clayton, Franklin, Highlands, Cashiers and Hopewell newspapers.

What other documentation can you provide demonstrating this event promotes Tourism in OC?

We keep records of attendees for all our shows. Previously, our audiences were 85% from Oconee County. Through our more extensive regional advertising we have increased the outside OC attendance from 15% to 20%. We achieved this through last years Weekend Theatre Package promotion. We sold 16 packages and handled over 38 inquires about the program. An additional 221 patrons attended our shows from the areas we advertised in NE Georgia and Western NC even though they do not use the Weekend Package offer.

What records will be kept during this event to obtain the above demographic data?

We keep detailed records of all attendees for all our shows throughout the season. These records include a reservation list for each show sorted by name, phone number, # in party and ticket status. For our Weekend Theatre Package we keep a log by day of all inquires concerning the program. We track whether they purchase a package and/or why they do not. We also track questions concerning the details of the package for future reference and potential changes in the program from year to year.

VII. Audit

Does your organization perform an independent audit? Yes


Name of Auditor: Reneta Owens, CPA


VIII.

Will your project be using any funds from another group that received ATAX funds?

No

I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project and that all information required for final reporting MUST be detailed when project is complete.

A. Contact Name William A. Chivaro Title Executive Director
Signature  Date 7/11/05
Address PO Box 291, Seneca, SC 29679
E-mail OCconnect@ianwo.net Fax No. 864-882-1910
Phone Number (s) 864-882-1910 - Cell 864-710-5539

B. Alternate Contact John Dyer Title OCT Board President
Address 654 Butt Drive, Westminster, SC 29693
E-mail JohnDyer@bellSouth.net Fax No. _____
Signature  Date _____
Phone Number (s) 864-647-1876 Cell: 864-238-3578



THE LAKE HARTWELL REGION

Multiple paper discounts are available to all advertisers placing messages in two or more of the newspapers in our group during the same week. Advertisers can save 10% for using three or more newspapers and 5% for using two newspapers. These discounts apply to both retail and classified display advertising.

THE ELBERTON SUN

| ANNUAL VOLUME | |
|---------------|-------|
| Inches | Rate |
| 50-149 | 6.95 |
| 150-249 | 8.20 |
| 250-349 | 9.35 |
| 350-449 | 10.50 |
| 450-549 | 11.65 |
| 550-649 | 12.80 |
| 650-749 | 13.95 |
| 750 plus | 15.10 |

Published: Thursday
Ad deadline: Monday at 12:00
Press Run: 7450

OPEN RATE: \$9.90

| CONSECUTIVE WEEKS | | | | |
|-------------------|-------|--------|--------|--------|
| Inches | 6 wks | 13 wks | 26 wks | 52 wks |
| 4" | 7.35 | 7.45 | 7.75 | 8.95 |
| 5" | 7.45 | 7.55 | 7.85 | 9.05 |
| 6" | 7.60 | 7.70 | 8.00 | 9.20 |
| 8" | 7.75 | 7.85 | 8.15 | 9.35 |
| 10" | 7.90 | 8.00 | 8.30 | 9.50 |
| 12" | 8.05 | 8.15 | 8.45 | 9.65 |
| 14" | 8.20 | 8.30 | 8.60 | 9.80 |
| 16" | 8.35 | 8.45 | 8.75 | 9.95 |
| 18" | 8.50 | 8.60 | 8.90 | 10.10 |
| 20" | 8.65 | 8.75 | 9.05 | 10.25 |

THE TOWNS RECORD

| ANNUAL VOLUME | |
|---------------|-------|
| Inches | Rate |
| 50-149 | 6.50 |
| 150-249 | 7.65 |
| 250-349 | 8.80 |
| 350-449 | 9.95 |
| 450-549 | 11.10 |
| 550-649 | 12.25 |
| 650-749 | 13.40 |
| 750 plus | 14.55 |

Published: Tuesday & Friday
Ad deadline: Tues - Friday at noon
Sat - Tuesday at 5:00
Press Run: 7100

OPEN RATE: \$11.40

| CONSECUTIVE WEEKS | | | | |
|-------------------|-------|--------|--------|--------|
| Inches | 6 wks | 13 wks | 26 wks | 52 wks |
| 4" | 7.85 | 7.90 | 8.15 | 9.35 |
| 5" | 7.95 | 8.00 | 8.25 | 9.45 |
| 6" | 8.10 | 8.15 | 8.40 | 9.60 |
| 8" | 8.25 | 8.30 | 8.55 | 9.75 |
| 10" | 8.40 | 8.45 | 8.70 | 9.90 |
| 12" | 8.55 | 8.60 | 8.85 | 10.05 |
| 14" | 8.70 | 8.75 | 9.00 | 10.20 |
| 16" | 8.85 | 8.90 | 9.15 | 10.35 |
| 18" | 9.00 | 9.05 | 9.30 | 10.50 |
| 20" | 9.15 | 9.20 | 9.45 | 10.65 |

THE ELBERTON CITIZEN AND NEWS LEADER

| ANNUAL VOLUME | |
|---------------|-------|
| Inches | Rate |
| 50-149 | 6.75 |
| 150-249 | 7.90 |
| 250-349 | 9.05 |
| 350-449 | 10.20 |
| 450-549 | 11.35 |
| 550-649 | 12.50 |
| 650-749 | 13.65 |
| 750 plus | 14.80 |

Published: Thursday
Ad deadline: Monday at 12:00
Press Run: PCL-4200
NL-1200

OPEN RATE: \$9.90

| CONSECUTIVE WEEKS | | | | |
|-------------------|-------|--------|--------|--------|
| Inches | 6 wks | 13 wks | 26 wks | 52 wks |
| 4" | 7.15 | 7.15 | 7.40 | 8.60 |
| 5" | 7.25 | 7.25 | 7.50 | 8.70 |
| 6" | 7.40 | 7.40 | 7.65 | 8.85 |
| 8" | 7.55 | 7.55 | 7.80 | 9.00 |
| 10" | 7.70 | 7.70 | 7.95 | 9.15 |
| 12" | 7.85 | 7.85 | 8.10 | 9.30 |
| 14" | 8.00 | 8.00 | 8.25 | 9.45 |
| 16" | 8.15 | 8.15 | 8.40 | 9.60 |
| 18" | 8.30 | 8.30 | 8.55 | 9.75 |
| 20" | 8.45 | 8.45 | 8.70 | 9.90 |

THE ELBERTON STAR

| ANNUAL VOLUME | |
|---------------|-------|
| Inches | Rate |
| 50-149 | 6.20 |
| 150-249 | 7.35 |
| 250-349 | 8.50 |
| 350-449 | 9.65 |
| 450-549 | 10.80 |
| 550-649 | 11.95 |
| 650-749 | 13.10 |
| 750 plus | 14.25 |

Published: Wednesday
Ad deadline: Monday at noon
Press Run: 4350

OPEN RATE: \$9.70

| CONSECUTIVE WEEKS | | | | |
|-------------------|-------|--------|--------|--------|
| Inches | 6 wks | 13 wks | 26 wks | 52 wks |
| 4" | 7.30 | 7.25 | 7.60 | 8.80 |
| 5" | 7.40 | 7.35 | 7.70 | 8.90 |
| 6" | 7.50 | 7.45 | 7.80 | 9.00 |
| 8" | 7.60 | 7.55 | 7.90 | 9.10 |
| 10" | 7.70 | 7.65 | 8.00 | 9.20 |
| 12" | 7.80 | 7.75 | 8.10 | 9.30 |
| 14" | 7.90 | 7.85 | 8.20 | 9.40 |
| 16" | 8.00 | 7.95 | 8.30 | 9.50 |
| 18" | 8.10 | 8.05 | 8.40 | 9.60 |
| 20" | 8.20 | 8.15 | 8.50 | 9.70 |

RATES EFFECTIVE JANUARY 1, 2005

COLOR RATES

| | |
|-----------------|-------|
| 1 Color Spot | \$65 |
| 1 Color Request | \$90 |
| 2 Color | \$150 |
| Full Color | \$225 |

INSERT RATES

(Price per thousand)

| Frequency | 1-12 | 13-25 | 26-49 | 50+ |
|------------|--------|--------|---------|---------|
| 1-12 pg. w | \$7.50 | \$9.50 | \$11.50 | \$13.50 |
| 16 pg. w | \$7.00 | \$9.00 | \$11.00 | \$13.00 |
| 20 pg. w | \$6.50 | \$8.50 | \$10.50 | \$12.50 |
| 24 pg. w | \$6.00 | \$8.00 | \$10.00 | \$12.00 |

-\$1.25 for each additional line page up after 11

SHIPPING INFORMATION

Orders should be received one week prior to insertion. Ship 1/2 load, in boxes to:

Lake Hartwell Press
8 Brown Street
Hartwell, Ga. 30661

OTHER RATES:

| | |
|---|---|
| NATIONAL RATE | \$11.49 net |
| CLASSIFIEDS, PRIVATE PARTY | \$5.75 |
| For 10 words or less, 25 cents for each additional word | |
| CLASSIFIEDS, BUSINESS | \$8.75 |
| For 10 words or less, 25 cents for each additional word | |
| SERVICE DIRECTORY (4 week minimum) | 1 spot \$25.00, 2 spot \$35.00 |
| MEDICAL DIRECTORY | 1 spot \$25.00, 2 spot \$35.00 |
| CHARITABLE/NON-PROFIT (no repeat discounts) | \$9.50 col. inch |
| LEGAL RATES, (State of Georgia) | \$10.00 per 100 words for the first four insertions |
| CHURCH DIRECTORY | \$25.00 per week |

THE CLAYTON TRIBUNE
 P.O. Box 425
 North Main Street and Oak Crescent Drive
 Clayton, Georgia 30525
 706-782-3312
 Fax: 706-782-4233

1. PERSONNEL

Steve Meadows, Publisher
 Blake Spurney, Editor

2. REPRESENTATIVE

Community Newspapers, Inc.
 255 East Hancock Ave.
 Athens, Georgia 30601
 706-546-0860 or 1-800-226-0692

3. COMMISSION AND TERMS

Terms are cash with copy unless credit has been established with the advertising manager. Credit terms are net by the 10th of the month following publication. No credit is extended after an account has aged 60 days. At this time the publisher can have any current advertising charged at the top non-contract rates. A finance charge of 1.5% is charged on balances over 30 days. All rates are NET, except national ad rate, commissionable to 15%.

4. GENERAL RATE POLICY

The Clayton Tribune reserves the right to revise advertising rates at any time. Current contract holders will be notified 30 days prior to a rate adjustment. The advertiser may terminate the advertising agreement on the date the new rates become effective provided said advertiser gives written notice 10 days prior to the effective rate increase.

The Clayton Tribune reserves the right to edit, alter or omit any advertisement at any time. The advertiser assumes all liability for any advertisement published and agrees to assume any and all responsibility for claims occurring against The Clayton Tribune.

Advertising which simulates editorial content must be identified as advertising.

5. The Clayton Tribune will credit only the amount of space a mistake takes of an advertisement.

6. INSERTS

- Our advertising rates are structured to reward those customers who sign an agreement to participate with a long-term schedule.
- Maximum size inserts should not exceed 11"x13" in size.
- Rates are based on paper weight of 30 lb. or less. For inserts printed on heavier stock, call for quotes.

7. SPECIAL SERVICES

- Complete layout services available at no extra charge for ads running in The Clayton Tribune.
- Transheets available upon request.
- Proofs available upon request.
- 10% charge for special camera work.

8. SPECIAL SECTIONS, FEATURES, PAGES

Community, Sports, Real Estate, Service Directory, Classified, Classified Display, TV and Church sections, plus other special sections throughout the year.

9. CLOSING TIMES

Friday noon for proof ads.
 Monday 5 p.m. for non-proof ads.

10. MECHANICAL REQUIREMENTS

| Columns | Inches | Picas |
|-------------------------|---------|-------|
| 1 column | 1 13/16 | 10.5 |
| 2 columns | 3 3/4 | 22.5 |
| 3 columns | 5 5/8 | 34.0 |
| 4 columns | 7 5/8 | 46.0 |
| 5 columns | 9 5/8 | 58.0 |
| 6 columns | 11 5/8 | 70.0 |
| Double bar = 10 columns | 25 | 160.0 |

Crossroads Chronicle

2000-2001 P.O. Box 1070, Greenville, NC 27834 • FAX: 252-751-1309 • www.crossroadschronicle.com

Advertising Rates

Effective January 1, 2005

Open Rate \$7.70

Volume Rates

| Inches | Rate |
|--------|------|
| 50 | 6.60 |
| 150 | 6.05 |
| 75 | 5.70 |
| 50 | 5.55 |
| 1500 | 5.45 |
| 2250 | 5.35 |
| 3000 | 5.25 |
| 3750 | 5.15 |
| 4500 | 5.05 |
| 500 | 4.95 |

Consecutive rates

| Inches | 6 wks | 13 wks | 26 wks | 36 wks | 52 wks |
|--------|-------|--------|--------|--------|--------|
| 5" | 6.80 | 6.45 | 6.20 | 5.95 | 5.70 |
| 6" | 6.55 | 6.20 | 6.05 | 5.75 | 5.40 |
| 10" | 6.30 | 5.90 | 5.75 | 5.50 | 5.15 |
| 15" | 6.05 | 5.65 | 5.50 | 5.25 | 4.90 |
| 30" | 5.75 | 5.40 | 5.25 | 5.00 | 4.65 |
| 63" | 5.50 | 5.15 | 5.00 | 4.75 | 4.55 |
| 149" | 5.25 | 4.90 | 4.75 | 4.50 | 4.10 |

Other Rates

| | |
|-----------------------|---|
| National Rate | \$10.00 |
| Classified Ad | \$5.00 (10 words, additional words \$5) |
| Non-profit | \$5.00* |
| Legal Advertising | \$7.70 |
| Political Advertising | Open rate, paid in advance |

* No additional discounts apply

Color Charges

| | |
|-----------------|-------|
| One Spot Color | \$30 |
| Two Spot Colors | \$50 |
| Full Color | \$180 |

Multiple Paper Discounts

Any 2 papers 7% discount on both
 3 or more papers 10% discount

A 7% discount is given if the same ad is placed in both the Tuesday and Thursday editions of The Highlander.

This discount applies to our sister papers in this region which include:

- Crossroads Chronicle
- The Highlander
- Clayton Tribune
- The Franklin Press
- The Shenandoah
- Mount W. News-Journal
- Smoke Mountain Times

Deadlines

Advertisements:
 Print: Friday at 5 p.m. for publication.

Local Invert Rates

| Size | 1 | 13 | 16 | 52 |
|---------|------|------|------|------|
| 1-page | \$43 | \$42 | \$40 | \$38 |
| 8-page | \$48 | \$46 | \$44 | \$42 |
| 12-page | \$51 | \$49 | \$47 | \$45 |
| 16-page | \$53 | \$51 | \$49 | \$47 |
| 20-page | \$55 | \$54 | \$52 | \$50 |
| 24-page | \$57 | \$58 | \$56 | \$54 |





May 14, 2004

Mr. Bill Chiusano
OCONEE COMMUNITY THEATRE
P O Box 291
Seneca, SC 29679

2006
Rates
Same as
2005

Dear Bill,

It was a pleasure "meeting" you by phone this afternoon. Enclosed you will find our Rate Sheet, Promotional Package, Demographics and Coverage Maps for both our stations.

Please note that while our AM station (WGHC) doesn't have the range the FM does, the AM is listened to by more of our older residents (like me) who love theatre. Therefore it is well worth your exposure on both stations.

All our rates are for both stations. Example: 20 Prime Time Spots aired within one month will cost you \$239.80 and you get 20 spots on WRBN plus 20 spots on WGHC. Even better for you - as a non-profit organization, we double your schedule for no extra cost. Those 20 spots translate to 40 on each of our stations for the same \$239.80.

I do have audio e-mail capability so if you have pre-recorded spots you can e-mail them to me at: ksg@gacaradio.com and I can download and have them on the air very quickly.

Please give me a call if you have any questions. I look forward to working with you.

Kathryn Cranberg

Post Office Box 1149 • 18 Radio Lane • Clayton, Georgia 30525
706-782-1041 • FAX 706-782-4252



AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 7, 2006
COUNCIL MEETING TIME: 3:00 PM

ITEM TITLE OR DESCRIPTION:

Request for approval of ATAX grant request from Quality Coffee- March of Dimes team in the amount of \$2,000.00 for Host site fee for ESPN Bass Masters Fishing Series Tournaments taking place on Lake Keowee on February 12, 2006 and Lake Hartwell on March 12, 2006. Request approved in ATAX Committee on 1/25/06 by a unanimous vote.

BACKGROUND OR HISTORY:

State ATAX funds are received quarterly and 65% of those funds are Tourism Related funds that are to be disbursed as recommended by the ATAX committee and approved by County Council.

SPECIAL CONSIDERATIONS OR CONCERNS:

These one day tournaments are two (2) of one hundred twenty (120) regular season tournaments with Anglers working to win cash prizes and more importantly earn points for a berth in the Season ending Championship tournaments with the winning team taking home \$150,000.

ESPN Bass Master Pro Series Tournaments will bring Bass Anglers and their families from all over the Southeast to fish Lake Keowee and Lake Hartwell, along with possible ESPN Coverage on their outdoor network. Each tournament has a maximum field of 200 boats with 2 Anglers in each boat for a total of 400 Anglers. The Lake Keowee tournament will be based at South Cove, while Lake Hartwell tournament will be based at Clemson Marina in Seneca. The Host hotel is listed in Seneca, however all local hotels will be impacted by these two events.

STAFF RECOMMENDATION:

Approval of ATAX grant request of \$2,000.00 to the Quality Coffee March of Dimes Team to be used for the Host fee for the ESPN Bass Masters Fishing Series Tournament on February 12 & March 12, 2006.

FINANCIAL IMPACT:

\$2,000 of State ATAX funds

ATTACHMENTS:

Quality Coffee March of Dimes Application

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:


Ron H. Rabun, County Administrator

Reviewed By/ Initials:

 Finance

C: Clerk to Council



OCONEE COUNTY ATAX GRANT
APPLICATION FORM
FOR TOURISM RELATED PROJECTS

I. APPLICANT

A. Name of Organization Quality Coffee March of Dimes Team
B. Address PO Box 474
Seneca SC 29679

II. FUNDS REQUESTED

A. ATAX Funds Requested \$ 2000
B. How will ATAX Funds be used? These funds will be used to bring the ESPN Bass Master Fishing Series to Oconee County twice in 2006
C. Provide an itemized budget. **THIS IS REQUIRED**, attach on a separate sheet.
D. Funds furnished by your organization \$ Approx 500⁰⁰
Matching grant \$ _____ Source _____
Other Funding \$ _____ Source _____

III. NARRATIVE PROJECT DESCRIPTION

A. Project Title ESPN Bass Master Pro Series
B. Description of project This event will bring Bass Anglers in from all around the Southeast to fish in these tournaments on Lake Keowee and Lake Hartwell along with possible ESPN coverage too.

C. Who will benefit from this project? Oconee County will benefit greatly from this event. Convenience/Gas Stations, Motels & Restaurants all will profit from this, not to mention the extra shopping too.

IV. DATES OF PROJECT We have two events.

Beginning ^{with} the first on Feb 12, Ending ^{with} the second on March 12, 2001

V. APPLICANT CATEGORY

Government Entity: _____

Non-profit Organization: Incorporation date All our proceeds go to March of Dimes.
Electrosynary Organization under IRS Code: IRS # 13-1846366

Date of Determination Letter Aug 1992

VI. DEMOGRAPHIC DATA

How will the project influence tourism in Oconee County? the event has a following of fans & families from the Southeast that will be visiting our County And we maybe featured on ESPN's fishing channel too.
How many visitors/participants attended the event last year and are anticipated this year? We have been informed that this event has a field of 300 boats per tournament with 2 Angler per Boat.
How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year? We can not say about last yr, as we did not sponsor, this but this yr. should bring max
How many overnight stays were created by this event last year and are anticipated Y1 this year? Again we do not know about last year but this year, we expect some anglers to be here from 3 days to a week at a time per ^{week} tournament.

How do you plan to advertise this event beyond a 50 mile radius of Oconee County?

the Bass Masters have a magazine and a channel on cable T.V. and a website.

What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners) since this is

the first Bass Master event for us we are limited to our sites on this at this time.

What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics) we will require registration list from

BassMasters, Motels and we will be able to gather photos for next year, along with VII. AUDIT copies of Advertising to promote this.

Does your organization perform an independent audit? Yes ___ No X

Name of the Auditor _____

VIII. Will your project be using any funds from another group that received ATAX funds? No

I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project and that all information required for final reporting MUST be detailed when project is complete.

A. Contact Name Mark Thompson Title owner of Quality Office
Signature [Signature] Date _____
Address P.O. Box 474 Seneca SC 29679
E-mail QualityOffice@aol.com Fax No. 864-647-2526
Phone Number (s) 864-654-5282 (34hr pager)

B. Alternate Contact Melody Thompson Title M.O.D team captain
Address P.O. Box 474 Seneca SC 29679
E-mail melodyt790@aol.com Fax No. 864-647-2526
Signature [Signature] Date 01/05/06
Phone Number (s) 864-723-6318 (cell)

Deb Wilkinson 407-566-2471



BASS LAUNCHES NEW TOURNAMENT TRAIL FOR WEEKEND ANGLERS

'ESPN Outdoors Bassmaster Series' to Begin in January

CELEBRATION, FL. – BASS, the worldwide authority on bass fishing, and ESPN Outdoors announced today that a new series of single-day, weekend tournaments will launch in January at sites around the country.

The ESPN Outdoors Bassmaster Series will comprise 120 one-day tournaments with all-cash payouts that will lead to five regional championships and a "second chance" tournament and, finally, a series championship that will send its winner to bass fishing's world championship, the CITGO Bassmaster Classic. To qualify for the Classic, anglers will fish at total of six events: four regular-season events, plus a championship-qualifying event and the championship.

"We are very proud to offer a tournament series that gives so much back to the core bass anglers who now have an affordable way to try tournament fishing with generous purses and great competition," said Don Rucks, General Manager of BASS. "Our dedicated group in Celebration has spent a great deal of time working with sponsors, the BASS Federation and others to organize a series that lives up to the BASS brand and history. The ESPN Outdoors Bassmaster Series will meet and ultimately exceed expectations and add another dimension to our tournament trails."

The tournament series begins with 120 regular season tournaments. In 2006, the series includes five regions, with an expansion planned for 2007. Within those regions, five divisional trails will each hold four tournaments each season. The tournaments will be held in sites ranging from Grand Lake, Okla., to Lake Champlain, N.Y., to Florida's Lake Okeechobee.

Tournament anglers will be paired by a blind draw and will fish in a limited shared-weight format in which the boater will have a five-fish limit and the non-boater will have a three-fish limit. However, the non-boater's daily weight will be

awarded based on all eight fish, a refinement intended to increase teamwork on the water and encourage participation by new anglers.

"It's going to give bass fishermen that aren't members of the (BASS) Federation a chance to see what bass fishing is all about," said Louisiana BASS Federation President Kevin Gaucher. "This format is great. The combined weight thing is going to draw a lot of interest and may ease the mind of a lot of anglers who are scared to go out and fish some places. It's kind of like another topping of icing on the cake. BASS has all of these things going for us right now with the Opens, the Tour and now the grassroots trails. There's plenty of opportunities for the everyday angler to get a taste of tournament bass fishing."

Throughout the regular season, anglers will earn points through their finishes in the five divisional events. (The points structure is identical to that used on the CITGO Bassmaster Tournament Trail, in which a tournament winner receives 300 points, with the rest of the field receiving progressively fewer points based on their finishes.)

Anglers who finish in the top 30 boaters or non-boaters in the regular season point standings will qualify for one of four highly competitive regional tournaments that will be contested over three days in October and November 2006 for a \$50,000 top prize at each. The top 8 boaters and top 8 non-boaters at each of the four regionals will qualify for the season championship.

A second-chance tournament will be held for any anglers who paid to participate in all four divisional events but failed to make a regional competition. The top 8 boaters and top 8 non-boaters in the second-chance event will qualify for the championship, but will not receive any prize money at the second-chance tournament.

At the championship, the top 50 boaters and non-boaters will compete for a \$100,000 top boater prize and \$50,000 top non-boater prize. The tournament Champion will qualify for a berth in the 2007 CITGO Bassmaster Classic.

BASS is the world's largest fishing organization, sanctioning more than 20,000 tournaments worldwide through its Federation. The CITGO Bassmaster Tournament Trail, which includes the all-new Bassmaster Elite 50 series, is the oldest and most prestigious pro bass fishing tournament circuit and continues to set the standard for credibility, professionalism and sportsmanship as it has since 1968.

Sponsors of the 2006 ESPN Outdoors Bassmaster Series include CITGO Petroleum Corp., Purolator, Triton Boats, Mercury Marine, Toyota, Lowrance Electronics, and MotorGuide.

For more information, contact BASS Communications at www.bassmaster.com.



888-207
7890

Dear Mr. Thompson,

BASS/ESPN is bringing the exciting new ESPN Outdoors Bassmaster Series for the *March 12 2006* grassroots/weekend angler to Lake Keowee on February 12 and Lake Hartwell ~~October 4, 2006~~. We are looking for a host community and host lodging headquarters. For each of the two tournaments, we are requesting a \$2000 host fee, three complimentary hotel rooms for three nights for our staff, a meeting place that can accommodate up to 400 anglers at no charge, boat parking with electrical hookups.

For each event, the hotel would be listed in the confirmation letter that goes out to all the anglers as the host hotel. Although these are one day tournaments, many anglers and their families usually arrive a day or two early to pre fish, raising the economic impact. The host community will be listed on ESPN Outdoors Bassmaster Series web site at Bassmaster.com and in all confirmation letters that go out to the anglers as the host community.

We anticipate a full field of 200 boats (400 anglers) for each tournament and are very excited about coming to Lake Keowee and Lake Hartwell.

I look forward to your response.

Thank you,

653-3521

885-0710

Steve Levi

Ken

882-5350

407-566-2491

Marcy

~~4-9-07~~

Mar. 12

Debs Wilkinson

Internal Revenue Service

Date: May 7, 2004

March of Dimes Birth Defects National Foundation
National Foundation March of Dimes
1275 Manaroneck Ave. Attn: B. Harvey
White Plains, NY 10605-5298

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45209

Person to Contact:
Cassandra Jackson 31-07417
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 8:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
13-1845368

Dear Sir or Madam:

This is in response to your request of May 7, 2004, regarding your organization's tax-exempt status.

In August 1992 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 508(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

March of Dimes Birth Defects National Foundation
National Foundation March of Dimes
13-1846366

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. This law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1986-17.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skulca, Director, TE/GE
Customer Account Services



**AGENDA ITEM SUMMARY
DCONEE COUNTY, SC**

**COUNCIL WORKSHOP DATE: February 7, 2006
COUNCIL WORKSHOP TIME: 3PM**

ITEM TITLE OR DESCRIPTION:

Discussion and future adoption of a new county ordinance authorizing the County Tax Committee which is composed of the Auditor, Treasurer and Assessor to review and take appropriate action on Agricultural, and Residential 4% applications filed after the statutory deadline.

BACKGROUND OR HISTORY:

Section 12-43-220 of the South Carolina Code of Laws provides a substantial property tax discount to taxpayers who both own and occupy a home and to land owners whose property is used for agricultural purposes. In order for a taxpayer to receive these discounts for the first time they must first make application for the Agricultural and Residential 4% Classification with the County Assessor and be approved based on the laws governing those classifications.

One of those laws requires that the application be filed prior to the first penalty date for the tax year, which is normally January 15th, except where that date falls on the weekend or holiday. In those situations, the application deadline is extended to the end of the next business day. Failure to apply for the discount by that date constitutes a waiver of the special assessment for that tax year, which means that the discount is lost for that year. However, the law also says that "the governing body may extend the time for filing upon a showing satisfactory to it that the person had reasonable cause for not filing on or before the first penalty date". In the past (2004 & before), a previous Administrator accepted applications after the statutory deadline and not all taxpayers were aware that we are now enforcing the statute properly.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Assessor normally receives between 30 and 50 late applications annually. Adding these to Council's normally full Agenda would be difficult. Therefore, it is recommended that this authority be delegated to the Tax Committee since they are already empowered to rule on other property tax matters such as refund requests, and already meet regularly.

The judgment to be made by Council or their designee, in their review of late 4% Residential and Agricultural Applications is limited to determining whether or not the reason given by the taxpayer for not filing in a timely manner is sufficient to justify the extension of the deadline. Upon extension of the deadline the Assessor would still be required to ensure that all other requirements are met before granting the 4% Residential or Agricultural Classification.

STAFF RECOMMENDATION:

Authorization to advertise for first reading of this proposed ordinance, followed by a public hearing and third and final reading.

FINANCIAL IMPACT:

Regardless of who reviews any late 4% Residential and Agricultural Applications, it is unlikely that there will be any noticeable impact regarding revenue. The reason is that most late applications are for the 4% residential classification and there is a provision in Section 12-43-220 which would permit a taxpayer to pay the current year taxes at the higher rate and then request a refund in accordance with provisions contained in Section 12-60-2560 of the South Carolina Code of laws.

Regarding administrative cost, none would be added by the delegation of this authority to the Tax Committee since all members are full time county officials.

ATTACHMENTS:

Proposed Ordinance
Section 12-43-220 of the South Carolina Code of Laws (with pertinent sections highlighted)
Section 12-60-2560 of the South Carolina Code of Laws

Submitted or Prepared By:


Leslie N. Smith, County Assessor

Approved for Submittal to Council:


Ron H. Babun, County Administrator

Reviewed By/ Initials:

 County Attorney

 Finance

_____ Other

C: Clerk to Council

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

ORDINANCE 2006-

AN ORDINANCE AUTHORIZING THE COUNTY TAX COMMITTEE WHICH IS COMPOSED OF THE COUNTY AUDITOR, TREASURER AND ASSESSOR TO REVIEW AND TAKE APPROPRIATE ACTION ON AGRICULTURAL AND RESIDENTIAL 4% APPLICATIONS FILED AFTER THE STATUTORY DEADLINE.

WHEREAS, Section 12-43-220 of the Code of laws of South Carolina (1976), as amended, sets forth the classifications and assessments for classes of property within the state subject to ad valorem taxation to be collected by local governments; and

WHEREAS, the laws of the State of South Carolina provide a substantial property tax discount to taxpayers who both own and occupy a home or use their land for agricultural purposes; and

WHEREAS, in order for a taxpayer to qualify for the discount the property must first be classified as either Residential 4% or Agricultural by the County Assessor; and

WHEREAS, the law requires that a South Carolina Department of Revenue approved application be filed with the County Assessor on or before the first penalty date for taxes due for the first tax year in which the special assessment is claimed; and

WHEREAS, the law permits the County Assessor to consider applications submitted after the statutory deadline only upon a ruling by the governing body that the taxpayer's reason for not filing the application in a timely manner was sufficient to warrant special consideration; and

WHEREAS, it is anticipated that in the current and future years the large number of late applications submitted for review may result in a delay in rendering decisions; and

WHEREAS, it is the desire of Council to establish a more efficient procedure for the review of these applications, thereby avoiding an inconvenience to taxpayers; and

WHEREAS, the County Tax Committee is comprised of full time county officials who meet regularly for the purpose of deciding other tax related issues which they are empowered by state law to rule on; and

NOW THEREFORE, BE IT ORDAINED by the County Council of the County of Oconee, in session, duly assembled with quorum present and voting as follows:

Effective immediately upon passage of this Ordinance the County Tax Committee is authorized on behalf of the governing body of Oconee County to review all late 4% Residential and Agricultural Applications. The purpose of the review being solely to determine whether or not the reasons presented for failure to make application in a timely manner were sufficient to

warrant an extension of the deadline as provided for in Section 12-43-220 of the South Carolina Code of Laws.

SECTION 12-43-220. Classifications shall be equal and uniform; particular classifications and assessment ratios; procedures for claiming certain classifications; roll-back taxes.

Except as otherwise provided, the ratio of assessment to value of property in each class shall be equal and uniform throughout the State. All property presently subject to ad valorem taxation shall be classified and assessed as follows:

(a) All real and personal property owned by or leased to manufacturers and utilities and used by the manufacturer or utility in the conduct of the business must be taxed on an assessment equal to ten and one-half percent of the fair market value of the property.

Real property owned by or leased to a manufacturer and used primarily for research and development is not considered used by a manufacturer in the conduct of the business of the manufacturer for purposes of classification of property under item (a) of this section. The term "research and development" means basic and applied research in the sciences and engineering and the design and development of prototypes and processes.

Real property owned by or leased to a manufacturer and used primarily as an office building is not considered used by a manufacturer in the conduct of the business of the manufacturer for purposes of classification of property under item (a) of this section if the office building is not located on the premises of or contiguous to the plant site of the manufacturer.

Real property owned by or leased to a manufacturer and used primarily for warehousing and wholesale distribution of clothing and wearing apparel is not considered used by a manufacturer in the conduct of the business of the manufacturer for purposes of classification of property under item (a) of this section if the property is not located on the premises of or contiguous to the manufacturing site of the manufacturer.

(b) All inventories of business establishments shall be taxed on an assessment equal to six percent of the fair market value of such property and all power driven farm machinery and equipment except motor vehicles registered with the Department of Motor Vehicles owned by farmers and used on agricultural lands as defined in this article shall be taxed on an assessment equal to five percent of the fair market value of such property; provided, that all other farm machinery and equipment and all livestock and poultry shall be exempt from ad valorem taxes.

(c)(1) The legal residence and not more than five acres contiguous thereto, when owned totally or in part in fee or by life estate and occupied by the owner of the interest, and additional dwellings located on the same property and occupied by immediate family members of the owner of the interest, are taxed on an assessment equal to four percent of the fair market value of the property. If residential real property is held in trust and the income beneficiary of the trust occupies the property as a residence, then the assessment ratio allowed by this item applies if the trustee certifies to the assessor that the property is occupied as a residence by the income beneficiary of the trust. When the legal residence is located on leased or rented property and the residence is owned and occupied by the owner of a residence on leased property, even though at the end of the lease period the lessor becomes the owner of the residence, the assessment for the residence is at the same ratio as provided in this item. If the lessee of property upon which he has located his legal residence is liable for taxes on the leased property, then the property upon which he is liable for taxes, not to exceed five acres contiguous to his legal residence, must be assessed at the same ratio provided in this item. If this property has located on it any rented

mobile homes or residences which are rented or any business for profit, this four percent value does not apply to those businesses or rental properties.

For purposes of the assessment ratio allowed pursuant to this item, a residence does not qualify as a legal residence unless the residence is determined to be the domicile of the owner-applicant.

(2)(i) To qualify for the special property tax assessment ratio allowed by this item, the owner-occupant must have actually owned and occupied the residence as his legal residence and been domiciled at that address for some period during the applicable tax year. A residence which has been qualified as a legal residence for any part of the year is entitled to the four percent assessment ratio provided in this item for the entire year, for the exemption from property taxes levied for school operations pursuant to Section 12-37-251 for the entire year, and for the homestead exemption under Section 12-37-250, if otherwise eligible, for the entire year.

(ii) This item does not apply unless the owner of the property or the owner's agent applies for the four percent assessment ratio before the first penalty date for the payment of taxes for the tax year for which the owner first claims eligibility for this assessment ratio. In the application the owner or his agent must certify to the following statement:

"Under penalty of perjury I certify that:

(A) the residence which is the subject of this application is my legal residence and where I am domiciled at the time of this application and that I do not claim to be a legal resident of a jurisdiction other than South Carolina for any purpose; and

(B) that neither I nor any other member of my household is residing in or occupying any other residence which I or any member of my immediate family has qualified for the special assessment ratio allowed by this section."

(iii) For purposes of sub item (ii) (B) of this item, "a member of my household" means:

(A) the owner-occupant's spouse, except when that spouse is legally separated from the owner-occupant; and

(B) any child of the owner-occupant claimed or eligible to be claimed as a dependent on the owner-occupant's federal income tax return.

(iv) In addition to the certification, the burden of proof for eligibility for the four percent assessment ratio is on the owner-occupant and the applicant must provide proof the assessor requires including, but not limited to:

(A) a copy of the owner-occupant's most recently filed South Carolina individual income tax return;

(B) copies of South Carolina motor vehicle registrations for all motor vehicles registered in the name of the owner-occupant;

(C) other proof required by the assessor necessary to determine eligibility for the assessment ratio allowed by this item.

If the assessor determines the owner-occupant ineligible, the six percent property tax assessment ratio applies and the owner-occupant may appeal the classification as provided in Chapter 60 of this title.

(v) A member of the armed forces of the United States on active duty who is a legal resident of and domiciled in another state is nevertheless deemed a legal resident and domiciled in this State for purposes of this item if the member's permanent duty station is in this State. A copy of the member's orders filed with the assessor is considered proof sufficient of the member's permanent duty station.

(vi) No further applications are necessary from the current owner while the property for which the initial application was made continues to meet the eligibility requirements. If a change in ownership or use occurs, the owner who had qualified for the special assessment ratio allowed by this section shall notify the assessor of the change in classification within six months of the change. Another application is required by the new owner to qualify the residence for future years for the four percent assessment ratio allowed by this section.

(vii) If a person signs the certification, obtains the four percent assessment ratio, and is thereafter found not eligible, or thereafter loses eligibility and fails to notify the assessor within six months, a penalty is imposed equal to one hundred percent of the tax paid, plus interest on that amount at the rate of one-half of one percent a month, but in no case less than thirty dollars nor more than the current year's taxes. This penalty and any interest are considered ad valorem taxes due on the property for purposes of collection and enforcement.

(viii) Failure to file within the prescribed time constitutes abandonment of the owner's right for this classification for the current tax year, but the local taxing authority may extend the time for filing upon a showing satisfactory to it that the person had reasonable cause for not filing before the first penalty date.

(3) Notwithstanding any other provision of law, a taxpayer may apply for a refund of property taxes overpaid because the property was eligible for the legal residence assessment ratio. The application must be made in accordance with Section 12-60-2560. The taxpayer must establish that the property in question was in fact his legal residence and where he was domiciled. A county council, by ordinance, may allow refunds for the county government portion of property taxes for such additional past years as it determines advisable.

(4) A legal residence qualifying for the four percent assessment ratio provided by this item must have an assessed value of not less than one hundred dollars.

(5) To qualify for the four percent assessment ratio, the owner-occupant of a legal residence that is being purchased under a contract for sale or a bond for title must record the contract for sale or the bond for title in the office of the register of mesne conveyances or the clerk of court in those counties where the office of the register of mesne conveyances has been abolished.

For purposes of this subsection, a contract for sale or a bond for title is the sale of real property by a seller, who finances the sale and retains title to the property solely as security for the debt.

(6) Notwithstanding any other provision of law, a purchaser who purchases a residential property intending that the property shall become the purchaser's primary residence, but subject to vacation rentals as provided for in Title 27, Chapter 50, Article 2 for no longer than ninety days, may apply for the four percent assessment ratio when the purchaser actually occupies the property. If the owner actually occupies the residence within ninety days of

acquiring ownership, the four percent assessment ratio, if the owner is otherwise qualified, applies retroactively to the date ownership was acquired.

(7) Notwithstanding any other provision of law, the owner-occupant of a legal residence is not disqualified from receiving the four percent assessment ratio allowed by this item if the taxpayer's residence meets the requirements of Internal Revenue Code Section 280A(g) as defined in Section 12-6-40(A) and the taxpayer otherwise is eligible to receive the four percent assessment ratio.

(8)(1) Agricultural real property which is actually used for such agricultural purposes shall be taxed on an assessment equal to:

(A) Four percent of its fair market value for such agricultural purposes for owners or lessees who are individuals or partnerships and certain corporations which do not:

- (i) Have more than ten shareholders.
- (ii) Have as a shareholder a person (other than an estate) who is not an individual.
- (iii) Have a nonresident alien as a shareholder.
- (iv) Have more than one class of stock.

(B) Six percent of its fair market value for such agricultural purposes for owners or lessees who are corporations, except for certain corporations specified in (A) above.

(2)(A) "Fair market value for agricultural purposes", when applicable to land used for the growth of timber, is defined as the productive earning power based on soil capability to be determined by capitalization of typical cash rents of the lands for timber growth or by capitalization of typical net income of similar soil in the region or a reasonable area of the region from the sale of timber, not including the timber growing thereon, and when applicable to land used for the growth of other agricultural products the term is defined as the productive earning power based on soil capability to be determined by capitalization of typical cash rents or by capitalization of typical net annual income of similar soil in the region or a reasonable area of the region, not including the agricultural products thereon. Soil capability when applicable to lands used for the growth of timber products means the capability of the soil to produce such timber products of the region considering any natural deterrents to the potential capability of the soil as of the current assessment date. The term, when applicable to lands used for the growth of other agricultural products, means the capability of the soil to produce typical agricultural products of the region considering any natural deterrents to the potential capability of the soil as of the current assessment date. The term "region" means that geographical part of the State as determined by the department to be reasonably similar for the production of the agricultural products. After average net annual earnings have been established for agricultural lands, they must be capitalized to determine use-value of the property based on a capitalization rate which includes:

1. an interest component;
2. a local property tax differential component;
3. a risk component;

4. an illiquidity component.

Each of these components of the capitalization rate must be based on identifiable factors related to agricultural use of the property. The interest rate component is the average coupon (interest) rate applicable on all bonds which the Federal Land Bank of Columbia, which serves South Carolina farmers, has outstanding on July first of the crop-years being used to estimate net earnings and agricultural use-value. Implementation of the provisions contained in this section is the responsibility of the department.

(B)(i) For tax year 1988 and subsequent tax years, fair market value for agricultural purposes must be determined by adjusting the applicable base year value by an amount equal to the product of multiplying the applicable base year value by a percentage factor obtained through the formula provided in this item. For tax year 1988, the applicable base year is 1981. The fair market value for agricultural purposes determined for the 1991 tax year is effective for all subsequent years.

(ii) The percentage factor provided in this item is derived from the most recent edition of the United States Department of Agriculture publication "AGRICULTURAL LAND VALUES AND MARKETS", specifically, from "Table 1—Farm Real Estate Values; Indexes of the average value per acre of land and buildings . . ." as listed for this State. The formula to determine the applicable percentage factor is the index of the year of change less the index of the base year with the resulting amount being divided by the index of the base year and rounded to the nearest whole number. For purposes of the formula, the base year is the last year in which values were adjusted under this item.

(3) Agricultural real property does not come within the provisions of this section unless the owners of the real property or their agents make a written application therefore on or before the first penalty date for taxes due for the first tax year in which the special assessment is claimed. The application for the special assessment must be made to the assessor of the county in which the agricultural real property is located, on forms provided by the county and approved by the department and a failure to apply constitutes a waiver of the special assessment for that year. The governing body may extend the time for filing upon a showing satisfactory to it that the person had reasonable cause for not filing on or before the first penalty date. No additional annual filing is required while the use of the property remains bona fide agricultural and the ownership remains the same. The owner shall notify the assessor within six months of a change in use. For failure to notify the assessor of a change in use, in addition to any other penalties provided by law, a penalty of ten percent and interest at the rate of one-half of one percent a month must be paid on the difference between the amount that was paid and the amount that should have been paid, but not less than thirty dollars nor more than the current year's taxes.

(4) When real property which is in agricultural use and is being valued, assessed, and taxed under the provisions of this article, is applied to a use other than agricultural, it is subject to additional taxes, hereinafter referred to as roll-back taxes, in an amount equal to the difference, if any, between the taxes paid or payable on the basis of the valuation and the assessment authorized hereunder and the taxes that would have been paid or payable had the real property been valued, assessed, and taxed as other real property in the taxing district, in the current tax year (the year of change in use) and each of the five tax years immediately preceding in which the real property was valued, assessed, and taxed as herein provided. If in the tax year in which a change in use of the real property occurs the real property was not valued, assessed, and taxed under this article, then the real property is subject to roll-back taxes for each of the five tax years immediately preceding in which the real property was

valued, assessed, and taxed hereunder. In determining the amounts of the roll-back taxes chargeable on real property which has undergone a change in use, the assessor shall for each of the roll-back tax years involved ascertain:

(A) the fair market value without consideration of the standing timber of such real property under the valuation standard applicable to other real property in the same classification;

(B) the amount of the real property assessment for the particular tax year by multiplying such fair market value by the appropriate assessment ratio provided in this article;

(C) the amount of the additional assessment on the real property for the particular tax year by deducting the amount of the actual assessment on the real property for that year from the amount of the real property assessment determined under (B) of this section;

(D) the amount of the rollback for that tax year by multiplying the amount of the additional assessment determined under (C) of this section by the property tax rate of the taxing district applicable for that tax year.

(5) Any other provision of law to the contrary notwithstanding, a dockside facility whose primary use is the landing and processing of seafood is considered agricultural real property.

(6) Any property which becomes exempt from property taxes under Section 12-37-220(A) (1) or any economic development property which becomes exempt under Section 12-37-220(B) is not subject to rollback taxes.

(e) All other real property not herein provided for shall be taxed on an assessment equal to six percent of the fair market value of such property.

(f) Except as specifically provided by law, all other personal property must be taxed on an assessment of ten and one-half percent of fair market value of the property, except that commercial fishing boats, and commercial tugboats and pilot boats must be taxed on an assessment of five percent of fair market value. As used in this item "commercial fishing boats" means boats used exclusively for commercial fishing, shrimping, or crabbing and (1) licensed by the Department of Natural Resources, or (2) on or from which is used commercial fishing equipment licensed by the Department of Natural Resources. As used in this item, "commercial tugboats" shall mean boats used exclusively for harbor and ocean towing, documented with the U.S. Coast Guard, constructed of steel, and being at least seventy-nine feet in length and having a gross tonnage of at least ninety-nine tons. As used in this item, "pilot boats" shall mean boats used exclusively for pilotage and operated exclusively by state pilots who are licensed by the Commissioners of Pilotage pursuant to Chapter 15 of Title 54 and Chapter 136 of the regulations issued pursuant thereto.

(g) All real and personal property owned by or leased to companies primarily engaged in the transportation for hire of persons or property and used by such companies in the conduct of such business and required by law to be assessed by the department shall be taxed on an assessment equal to nine and one-half percent of the fair market value of such property.

The department shall apply an equalization factor to real and personal property owned by or leased to transportation companies for hire as mandated by federal legislation.

Notwithstanding any other provision of this article, on June 3, 1975, if it is found that there is a variation between the ratios being used and those stated in this section, the county may provide for a gradual transition to the ratios as herein provided for over a period not to exceed seven years; provided, however, that all property within a particular classification shall be assessed at the same ratio, provided, further, however, that all property enumerated in subsection (a) shall be assessed at the ratio provided in such subsection and the property

enumerated in subsections (b), (c), (d), (e), (f), and (g) shall be increased or decreased to the ratios set forth in this article by a change in the ratio of not less than one-half of one percent per year nor more than one percent per year.

Provided, however, that notwithstanding the provisions of this section, a county may, at its discretion, immediately implement the assessment ratios contained in subsections (b), (c), (d), (e), and (f). Provided, however, that livestock shall not be subject to ad valorem taxation unless such livestock is physically located within the State for a period in excess of nine months. Provided, that this section shall not apply to farm animals and farm equipment in use on a farm in those counties which do not tax such property as of June 3, 1975.

Provided, however, all agricultural or forest land within easements granted to public bodies, agencies, railroads, or utilities for rights of way of thirty feet in width or greater shall be assessed at the same cropland value per acre as soil class 7 in schedule 1 of R 117-126 of the State Department of Revenue. In order to receive such assessment the landowner must apply to the tax assessor of the county where the easement is located, with documentation of the existence, location, and amount of acreage contained in the easement.

SECTION 12-60-2560. Filing claim for refund; contents.

(A) Subject to the limitations in Section 12-60-1750, and within the time limitation of Section 12-54-85(F), a property taxpayer may seek a refund of real property taxes assessed by the county assessor and paid, other than taxes paid on property the taxpayer claims is exempt, by filing a claim for refund with the county assessor who made the property tax assessment for the property for which the tax refund is sought.

The assessor, upon receipt of a claim for refund, shall immediately notify the county treasurer and the county auditor for the county from which the refund is sought. The majority of these three officials shall determine the taxpayer's refund, if any, and shall notify the taxpayer in writing of their decision.

(B) Within thirty days after the decision is mailed to the taxpayer on the claim for refund, a property taxpayer may appeal the decision to the county board of assessment appeals. The board may rule on any timely refund appeal relating to the correctness of the property tax assessment. Conferences conducted by the board are pursuant to the same rules and procedures provided in Section 12-60-2530 except that a taxpayer's denied claim for refund is considered the assessor's response to a protest of property tax assessment.

(C) Within thirty days after the board's decision is mailed to the taxpayer, a property taxpayer or county assessor may appeal the decision issued by the board by requesting a contested case hearing before the Administrative Law Judge Division. Requests for a hearing before the Administrative Law Judge Division must be made in accordance with its rules.

If a taxpayer requests a contested case hearing before the Administrative Law Judge Division without exhausting his prehearing remedy because he failed to file a claim for refund or attend the conference with the county board of assessment appeals, the Administrative Law Judge shall dismiss the action without prejudice. If the taxpayer failed to provide the county board with the facts, law, and other authority supporting his position, he shall provide the representative of the county at the hearing with the facts, law, and other authority he failed to present to the county board earlier. The Administrative Law Judge shall then remand the case to the county board for reconsideration in light of the new facts or issues unless the representative of the county at the hearing elects to forego the remand.

Upon remand the county board has thirty days, or a longer period ordered by the Administrative Law Judge, to consider the new facts and issues and amend its decision. The county board shall issue its amended decision in the same manner as the original. The taxpayer has thirty days after the date the county board's decision was mailed or delivered to the taxpayer to again request a contested case hearing. Requests for a hearing before the Administrative Law Judge Division must be made in accordance with its rules.

If the county board fails to issue its amended decision within thirty days of the date of the remand, or a longer period ordered by the Administrative Law Judge, the taxpayer can again request a contested case hearing. At the new hearing the facts, law, and other authority presented at the original hearing must be deemed to have been presented in a timely manner for purposes of exhausting the taxpayer's prehearing remedy. The statute of limitations remains suspended by Section 12-54-85(G) during this process.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: February 7 2007
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Discussion regarding master plan and schematic information for the planned Seneca Branch Library.

BACKGROUND OR HISTORY:

The County has been discussing the construction of a new Seneca Branch Library for some time. The Library Board has provided a proposal submitted by Trehel Corporation to provide services to facilitate a decision by the County Council regarding the first phase of this project. The proposal contains the following:

- ❖ Site Feasibility Study
- ❖ Evaluate the structural and design feasibility of renovating and adding to the existing Seneca Branch Library
- ❖ Develop a program and schematic floor plan for a new library building with options on multi-story structures
- ❖ Determine how best to maximize the proposed site with regards to future growth, etc.
- ❖ Prepare initial construction budgets for each option to be used as a guideline to project approval by County Council

The Library Board has also provided a proposal from Goldie & Associates to provide a survey for approximately four acres bordered by Second, Walnut, Third & Depot Streets as a possible site for the Seneca Branch Library.

SPECIAL CONSIDERATIONS OR CONCERNS:

There are funds in the budget for Planning & Preliminary design for a Seneca Branch Library, but there are not construction dollars to build a library. Therefore, it would have to be considered in the 2006-07 operational budget.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

- (1) Acceptance of the proposal of Trehel Corporation and Goldie & Associates as information only and
- (2) Assign this matter to the Real Estate, Facilities & Land Management Committee for a recommendation

FINANCIAL IMPACT:

There are funds in the Capital Improvement Plan that can cover the cost of \$5,000 to Trehel Corporation and \$1,200 cost to Goldie & Associates

ATTACHMENTS:

- (1) Proposal of Trehel Corporation
- (2) Proposal of Goldie & Associates

Opal O. Green
Department Head
Reviewed By/ Initials:


Ron H. Rabun, County Administrator

N/A County Attorney

 Finance

 Community Services Director



Trehel

January 4, 2006

Oconee County Library Board of Trustees
Attn: Martha Bailey, County Librarian
Walhalla, S. C.

Re: Feasibility Study for Seneca Branch Library

Dear Trustees:

In response to your request for the initial Master Plan and Schematic information for the planned Seneca Branch Library, I am forwarding you a proposal to provide these services to facilitate a decision by the County on how to best proceed with this project. Based on my understanding of your requirements, you should anticipate the following services from Trehel Corporation for the first phases of this project:

- **Site Feasibility Study:** Develop a Master Plan for the proposed library building with consideration taken for adding to the existing building as well as reviewing a completely new facility somewhere on the adjoining property.
- Evaluate the structural and design feasibility of renovating and adding to the existing Seneca Library building.
- Develop a program and schematic floor plan for a totally new library building with options on multi-story structures.
- Determine how best to maximize the proposed site with regards to parking, future growth, egress and ingress, building locations, and storm water control.
- Prepare initial construction budgets for each option to be used as a guideline for project approval by County Council.

For the above scope of work, Trehel Corporation will engage an architect for preliminary design services, coordinate team meetings, evaluate structural and civil design ideas, and prepare preliminary budget estimates for the project at a proposed fee of \$ 5000.00 dollars. In order to prepare drawings and budgets for review, we will need approximately 60 days from our Initial team meeting to respond properly. Also, we need for you to supply a copy of the topographic survey for the property, not included in the above fee proposal, locating all existing buildings and parking areas on the proposed site.

Respectfully Submitted,

Bob DuBose
Trehel Corporation

GOLDIE & ASSOCIATES

*engineering, environmental
and laboratory services*

January 12, 2006

Oconee County Library Board of Trustees
501 W. South Broad Street
Seneca, SC 29691

Re: Seneca Library Topographic Survey
Goldie & Associates Proposal #206903

Dear Trustees:

Goldie & Associates is pleased to submit a proposal to provide a survey for the above referenced project. The site to be surveyed will consist of approximately 4.0 acres bordered by Second, Walnut, Third, and Depot Streets. The scope of work will include the following:

- Two-foot topography of site
- Locate all existing structures onsite
- Locate all visible utilities on or adjacent to site
- Provide client with existing conditions drawing

Costs associated with this survey will be a one-time lump sum of one thousand two hundred dollars (\$1,200).

We appreciate the opportunity to provide you with our services. If you have any questions or need additional information, please let us know. If you would like some more information about our services that we provide, feel free to look up us on the Web at www.goldieassociates.com. We look forward to working with you on this and other projects.

Sincerely,

GOLDIE & ASSOCIATES



J. Wesley White, E.I.T.
Project Manager

TERMS & CONDITIONS

1. Invoices will be submitted monthly for services provided during the prior month. Payment is due within 30 days of date of invoices. After 30 days, interest will be added to accounts at a rate of one and one-half percent for each month of delinquency. The client also agrees to pay the balance of the engineering fees in full before any design submittal is released to a permitting agency for review. The client agrees to pay Goldie & Associates' cost of collection of all amounts due and unpaid after 60 days, including court costs and reasonable attorney's fees.
2. Any applicable permit fees and/or submission fees required are to be paid by the client. ESTIMATED FEES FOR THIS PROJECT: \$0.
3. Goldie & Associates will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of its profession practicing in similar locality and in accordance with applicable law and regulations; however, it is understood by the parties that Goldie & Associates cannot warrant federal, state or local approval or acceptance.
4. The client agrees to limit the liability incurred by Goldie & Associates to the owner, contractor, and subcontractors on this project due to our negligent acts, errors or omissions such that the total aggregate liability of Goldie & Associates to all those named shall not exceed our total fee for services rendered on this project.
5. Any additional work not covered in the proposed scope of service can be obtained at the following hourly rates:

| | |
|------------------------------------|----------|
| Principal | \$100/hr |
| Design Engineer, P.E. | \$85/hr |
| Project Manager | \$70/hr |
| Designer | \$60/hr |
| Draftsman | \$50/hr |
| Construction Manager | \$60/hr |
| Field Inspector | \$50/hr |
| Administration | \$30/hr |
| Survey Crew (two-man crew) | \$110/hr |
| Wetlands Scientist | \$85/hr |
| Subcontract & Expense Markup (25%) | |

6. It is the contractor and the owners' responsibility to follow the approved plans and specifications. If during the course of the project, litigation or enforcement action is taken against the entity responsible for the project and/or the contractor, it is agreed that any services provide by Goldie & Associates at the request of the owner, will be paid per the hourly rates stated plus travel and expenses. Services include (but are not limited to) negotiations with regulatory officials, research, depositions, meetings with attorneys, time spent in court, and time spent as an expert witness.

7. Goldie & Associates will provide the owner with a minimum of two copies of the plans and specifications. Any additional plans and specifications requested by the owner, the owner's contractor, or anyone else requesting drawings on behalf of the owner, will be charged \$5 per sheet and \$25 per specifications package.
8. Any reuse of documents prepared by Goldie & Associates for purposes other than that originally intended without written verification of adaptation by the principal of Goldie & Associates for the specified purpose intended, will be at the owner's sole risk and without liability or legal exposure to Goldie & Associates.
9. This proposal shall be valid for a period of 30 days from the date of this letter. After such time, Goldie and Associates reserves the right to revise pricing and terms as necessary.
10. The client and Goldie & Associates (Parties) agree to attempt to resolve any dispute without resort to litigation. However, if any dispute arises out of or relates to this Agreement, or breach thereof, the Parties agree then to first select at least one representative from each side having authority to enter into agreements to settle the dispute. If the dispute cannot be settled through direct discussions by the representatives of the Parties, the Parties then agree to submit the matter to mediation under the Construction Industry Mediation Rules of the American Arbitration Association before having recourse to a judicial forum. No written or oral representation made during the course of any settlement or mediation shall be deemed a party admission.
11. To indicate your acceptance of this document, please sign below and return to Goldie & Associates.


Name:

Signed:

Dated:

JOHN W. ADAMS

Oconee County Library Board of Trustees
301 W. South Broad Street
Walhalla, SC 29691

Dated: February 7, 2006
To: Oconee County Council, and Ron Rabun, Administrator
From: John W Adams, Member 
Subject: Feasibility Study - 4 Acres at current Seneca Library Site

Much discussion has occurred regarding the need and desire for a larger, more efficient and user-friendly Seneca library. And, consultants have been hired in the past outlining library needs of Seneca and other Oconee County communities. More specifically, a building program was developed for renovation and expansion of the Seneca library, which was delivered April 2002.

Upon joining the Oconee County Library Board of Trustees, and reviewing minutes of previous meetings, I see that this discussion has occurred in some fashion for as much as six years. Still, none of the consultant's recommendations have been accomplished. After much discussion by the Board of Trustees, we felt we should know all we can about the attributes and limitations of the current site. In other words, to establish a baseline for credible and informed decisions to be made by the Library Board of Trustees, and ultimately the Council and Administration. While, the Library Board of Trustees has not ruled out other options for the Seneca library, we feel this is a prudent first step.

Prior to conducting a feasibility study, a topographical survey is required. We solicited and obtained a proposal from Goldie and Associates at the reasonable cost of \$1,200.00. Given that Goldie and Associates is the County's engineer of record, this should expedite the matter. This phase of work can be completed on the order of two weeks from contract. Given Trebel Corporation's experience in municipal development, including library projects, we have obtained a proposal to conduct a sufficient feasibility study, which they have agreed to do for the reasonable price of \$5,000.00. This can be accomplished within two months from receipt of the topographical survey. Neither proposal commits the County to use either of these firms for ultimate development of the Seneca library site, or any other selected site.

Thank for your prompt consideration.

Oconee County Library Board of Trustees

Presentation Agenda

February 7, 2006

Give thanks.

Subject Matter:

I. Seneca Library

- Requesting expenditure of \$6,200 to conduct feasibility study on current site, to include the adjoining Seneca site (4 acres total). Clarify not "Master Plan," but "Feasibility Study" To establish a base-line of development possibilities and limitations at the current site.
- Feasibility proposal by Trichel Corporation dated January 4, 2006, at a one-time fee of \$5,000.00, and Topographical survey proposal by Goldie and Associates dated January 12, 2006, at a one-time fee of \$1,200.00.

Thank you again. Feel free to contact any of us directly.



CITY OF SENECA
P.O. Box 4773
231 East North First Street
Seneca, South Carolina 29679
(864)885-2790 Fax: (864)885-2701
www.Seneca-SC.US

Daniel W. Alexander
Mayor, City of Seneca

June 8, 2004

Mr. Harry Hamilton &
Members of Oconee County Council
415 S Pine Street
Walhalla, SC 29691

Dear Mr. Hamilton and Members of Council,

On May 11, 2004, the Seneca City Council voted unanimously to offer the property surrounding the Seneca Library located at 300 ES 2nd Street to Oconee County for the purpose of building a new library. This property is approximately 4 acres more or less and it is our desire to keep the library in this area.

Thank you in advance for your consideration in this matter. If you have any questions concerning this matter, please do not hesitate to contact me.

Sincerely,

Daniel W. Alexander
Mayor, City of Seneca

dwa/cmk

SECOND STREET

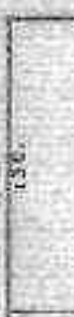
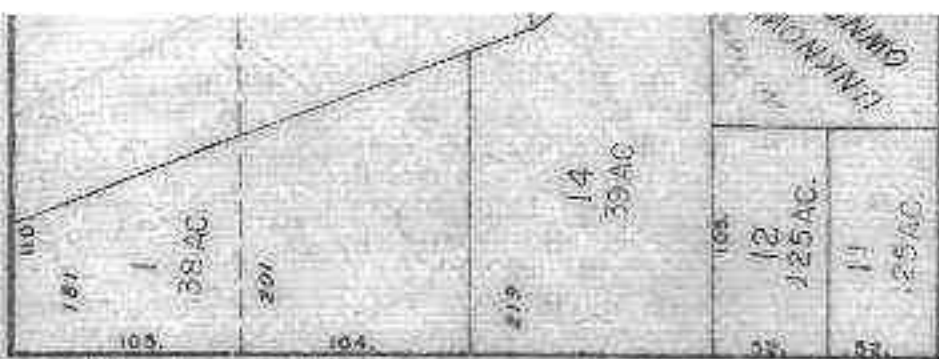
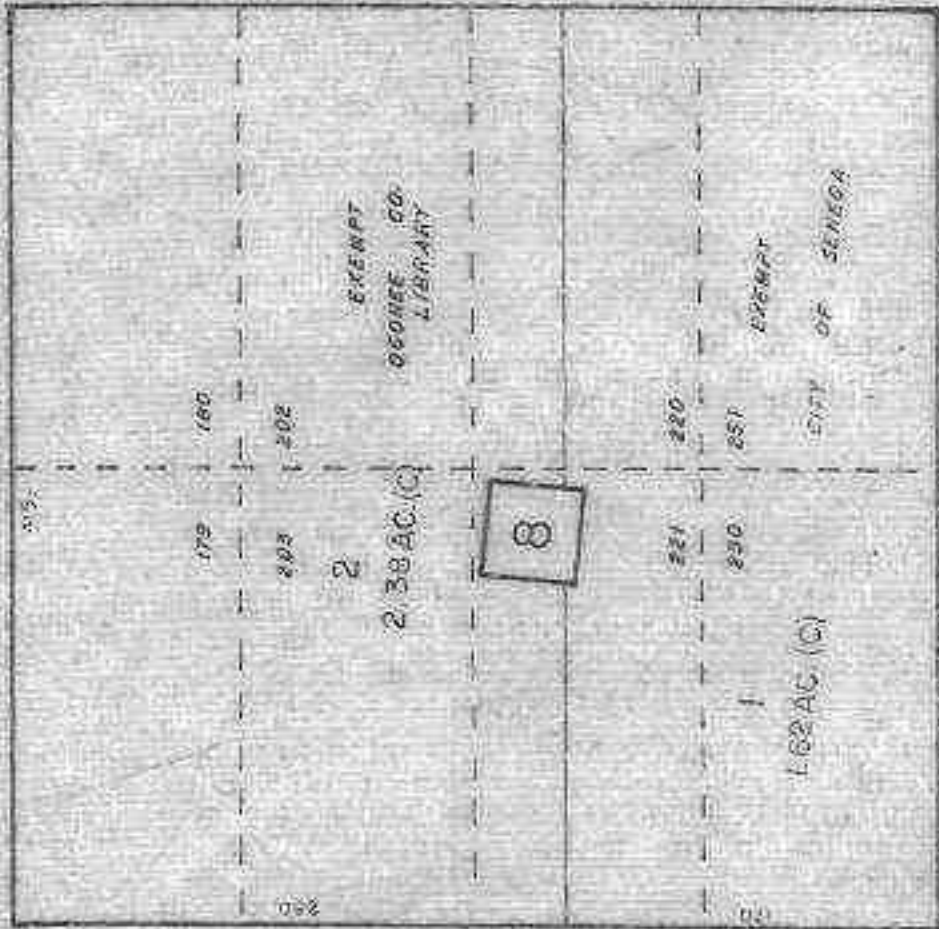
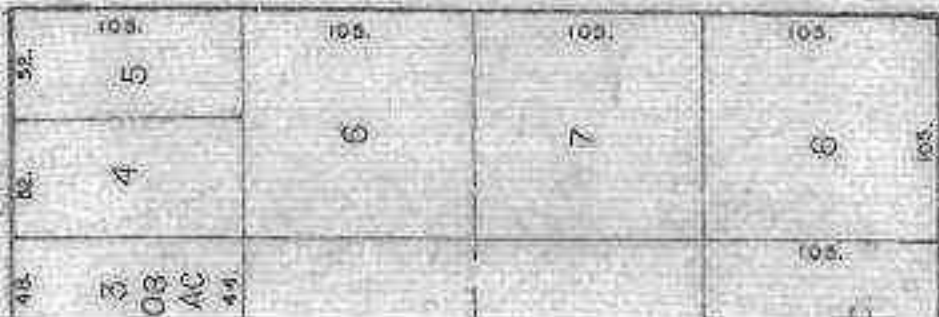
STREET

DEPOT

WALNUT

THIRD

STREET



GRAND AVENUE

Demographic Origin of Library Card-holders
 Oconee County - January 2006

Zip Code and Population by Xonetic Technologies
 Library Card-holder data by Oconee Library System
 Arrangement by John W. Adams

Statistical Page

| Total of Card-holder origin by County | | Origin | % of Total |
|--|--|---------------|-------------|
| Card-holders originating in Oconee County | | 30,156 | 97.1% |
| Card-holders originating in Pickens County | | 350 | 1.1% |
| Card-holders originating in Anderson County | | 252 | 0.8% |
| Card-holders originating in Georgia | | 21 | 0.1% |
| Misc. Card-holders | | 274 | 0.8% |
| Total Card-holders | | 31,053 | 100% |

| Total of Card-holder origins by Zip Code | | Origin | % of Population |
|---|--------------------|---------------|-----------------|
| 29543 | Fairplay | 645 | 21.1% |
| 29558 | Long Creek | 146 | 64.9% |
| 29564 | Mountain Rest | 835 | 53.5% |
| 29565 | Newry | 56 | Unknown |
| 29572 | North Seneca | 3,170 | 30.4% |
| 29575 | Richland | 58 | Unknown |
| 29576 | Salom | 2,232 | 41.3% |
| 29578 | South Seneca | 8,279 | 47.4% |
| 29579 | Seneca Post Office | 389 | Unknown |
| 29586 | Tamassee | 440 | 40.3% |
| 29581 | Walhalla | 6,067 | 45.8% |
| 29693 | Westminster | 6,133 | 44.1% |
| 29696 | West Union | 1,696 | 64.3% |
| Oconee County Totals | | 30,156 | 43.7% |

Demographic Origin of Library Card-holders
 Oneida County - January 2006

Zip Code and Population by Ximatec Technologies
 Library Card-holder data by Oneida Library System
 Arrangement by John W. Adams

| Zip Code and Community | Population | Bookmobile | Salem Branch | Seneca Branch | Walhalla Branch | Westminster Branch |
|------------------------------|----------------|------------|--------------|---------------|-----------------|--------------------|
| <u>Pickens County</u> | | | | | | |
| 29630 Central | 13,152 | 4 | 1 | 63 | 15 | 1 |
| 29631 Clemson | 17,369 | 1 | 2 | 124 | 14 | 1 |
| 29632 Clemson, Other | N/A | | | 3 | 1 | |
| 29633 Clemson Post Office | N/A | | | 10 | 4 | |
| 29640 Easley - East | 30,489 | 1 | 2 | 8 | 1 | 1 |
| 29641 Easley Post Office | N/A | | | 1 | 1 | |
| 29642 Easley, West | 25,816 | 1 | 2 | 3 | 1 | |
| 29657 Liberty | 14,596 | 1 | | 5 | 3 | |
| 29667 Norris | 222 | | | 1 | | |
| 29671 Pickens | 18,868 | 2 | | 22 | 12 | |
| 29682 Six Mile | 3,127 | 4 | 1 | 25 | 4 | |
| 29685 Sunset | 1,088 | 1 | 2 | 1 | 1 | |
| | <u>124,771</u> | | | | | |
| <u>Oneida County</u> | | | | | | |
| 29643 Fairplay | 2,671 | 16 | 3 | 415 | 84 | 125 |
| 29658 Long Creek | 225 | 3 | | 9 | 58 | 87 |
| 29664 Mountain Rest | 1,560 | 7 | 1 | 17 | 779 | 31 |
| 29665 Newry | Unknown | 1 | | 47 | 3 | 1 |
| 29672 North Seneca | 10,423 | 17 | 16 | 2,252 | 829 | 46 |
| 29675 Richland | Unknown | 1 | | 21 | 14 | 22 |
| 29676 Salem | 5,401 | 5 | | 620 | 565 | 19 |
| 29678 South Seneca | 19,564 | 353 | 1,022 | 7,917 | 680 | 308 |
| 29679 Seneca Post Office | N/A | 11 | 21 | 351 | 29 | 8 |
| 29686 Tamassee | 1,093 | 17 | | 36 | 224 | 6 |
| 29691 Walhalla | 11,074 | 119 | 69 | 253 | 4,456 | 160 |
| 29693 Westminster | 13,901 | 57 | 22 | 951 | 1,090 | 4,003 |
| 29696 West Union | 3,124 | 27 | 18 | 196 | 1,429 | 25 |
| Misc | 69,035 | 16 | 13 | 148 | 68 | 29 |

| Zip Code and Community | Population | Booker | Salter | Seneca | Walhalla | Westminster |
|--------------------------|------------|--------|--------|--------|----------|-------------|
| <u>Anderson County</u> | | | | | | |
| 29521 Anderson, North | 34,685 | 2 | | 2 | 3 | |
| 29524 Anderson, East | 15,387 | | | | | |
| 29525 Anderson, West | 24,260 | 1 | | 11 | 1 | 2 |
| 29529 Anderson, South | 12,428 | | | 1 | | |
| 29527 Belton | 18,638 | | | | | |
| 29859 La France | Unknown | | | | 3 | |
| 29869 Pelzer | 12,872 | | | 1 | 1 | |
| 29870 Pendleton | 8,080 | 1 | | 16 | 3 | 2 |
| 29873 Piedmont | 22,800 | | | 8 | 4 | 1 |
| 29877 Sandy Springs | Unknown | | | | | |
| 29884 Starr | 4,383 | | | 1 | | |
| 29889 Townville | 4,420 | 2 | | 120 | 21 | 25 |
| 29897 Williamston | 10,923 | | | | 1 | |
| | 188,926 | | | | | |
| <u>Georgia</u> | | | | | | |
| 30516 Bowersville, GA | 1,942 | | | | | |
| 30520 Canon, GA | 4,183 | | | 2 | | |
| 30521 Camasville, GA | 4,175 | | | 2 | | |
| 30525 Clayton, GA | 7,373 | 1 | | | | |
| 30537 Dillard, GA | 1,986 | | | | | |
| 30539 Eastmollee, GA | 1,947 | | | 1 | | |
| 30543 Hartwell, GA | 14,744 | | | | 2 | 1 |
| 30552 Lakemont, GA | 1,982 | | | | | |
| 30553 Lavonia, GA | 7,062 | | | | | |
| 30562 Mountain City, GA | Unknown | | | | | |
| 30569 Rabun Gap, GA | 2,223 | | | | | |
| 30557 Marm, GA | 5,120 | | | 1 | | |
| 30573 Tallulah Falls, GA | Unknown | | | | | |
| 30575 Tiger, GA | 1,319 | | | | | |
| 30577 Toccoa, GA | 23,121 | 1 | | 5 | 2 | 1 |
| 30598 Toccoa Falls, GA | Unknown | | | | | |
| 30667 Rhyston, GA | 8,184 | | | | | |
| Totals | 31,053 | 676 | 1,352 | 13,722 | 10,417 | 4,983 |

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL WORKSHOP DATE: February 7, 2006
COUNCIL WORKSHOP TIME: 3:00 PM**

ITEM TITLE OR DESCRIPTION:

Energy and Fuel Conservation Plan Three Month Update (Report #1)

BACKGROUND OR HISTORY:

In view of the high price of fuel and energy following an active hurricane season in Fall 2005, a progressive Energy and Fuel Conservation Plan was recommended by staff and authorized by council on a six month trial basis on October 3, 2005.

County staff worked quickly to devise operational changes to save fuel and energy. It was estimated that adoption of a 4-day work week, driving more efficiently, limited travel, and changes in office thermostat settings would result in substantial savings over the six month period. It was anticipated that the Roads & Bridges Division could save substantial amounts of fuel and that our larger office facilities (i.e. The Administrative Offices at Pine Street) could save substantial amounts of energy. The four-day work week applies to about half of our workforce and does not include courts, Public Safety, Law Enforcement, Parks & Recreation, nor Economic Development.

SPECIAL CONSIDERATIONS OR CONCERNS:

The main focus of the Energy and Fuel Conservation Plan has been to conserve fuel and energy thereby, reducing the strain on the budget that is directly related to operational costs (i.e. fuel and energy). In recent reports from the U.S. Department of Energy, (for full details please see Attachment 1 and Attachment 2) "prices for crude oil, petroleum products, and natural gas are projected to remain high through 2006 before weakening in 2007." U.S. Department of Energy projected prices are summarized below. "Residential electricity prices in 2007 are expected to remain near 2006 levels."

ACTUAL ENERGY COSTS PAID BY OCONEE COUNTY:

| | Oct - Dec 2004 | Oct - Dec 2005 | Increase |
|---------------------|----------------|----------------|------------|
| Gasoline Per Gallon | \$ 1.48 | \$ 2.19 | \$ 0.67 |
| Therm's | \$ 1.60454 | \$ 1.63031 | \$ 0.02577 |
| KWH | \$ 0.650 | \$ 0.740 | \$ 0.090 |

U.S. DEPARTMENT OF ENERGY PROJECTIONS:

| Product | 2004 (US Avg.) | 2005 (US Avg.) | 2006 (US Avg.) Anticipated | 2007 (US Avg.) Anticipated |
|------------------|----------------|----------------|-------------------------------|-------------------------------|
| GAS-87 OCTANE | \$1.85/gal | \$2.27/gal | \$2.41/gal | \$2.33/gal |
| DIESEL | \$1.81/gal | \$2.41/gal | \$2.55/gal | \$2.41/gal |
| NATURAL GAS | \$10.74/mcf | \$12.73/mcf | \$14.57/mcf | \$13.77/mcf |

STAFF RECOMMENDATION:

Authorize the continuation of the Energy and Fuel Conservation Plan and the 4 day work week for at least an additional three months to complete the 6 month evaluation period.

FINANCIAL IMPACT:

The Finance Department has calculated the following quantifiable savings for the first three (3) months of the Energy and Fuel Conservation Plan.

| | 12 Month Budget | 6 Month Actual | Projected January-June 2006 if Energy Program is Maintained | Difference Under(Over) Budget |
|-------------|-----------------|----------------|---|----------------------------------|
| Natural Gas | \$ 151,500.00 | \$ 40,783.33 | 58,071.98 | \$ 62,744.09 |
| Electricity | 628,500.00 | 205,873.33 | 372,396.65 | \$ (9,769.18) |
| Gasoline | 316,500.00 | 211,963.05 | 214,956.10 | \$ (106,439.15) |
| Diesel | 274,200.00 | 135,322.78 | 167,891.18 | \$ (27,013.81) |
| Total | \$ 1,372,800.00 | \$ 681,963.07 | \$ 813,315.91 | * \$ (92,478.15) |

*If energy program continues through the FY.

So, in narrative terms, by continuing with the Energy Conservation Program, including the 4 day work week through the end of the 2006 fiscal year, we will continue to reduce the projected energy deficit of \$531,000 (as forecasted in the initial report, September 20, 2005), down to approximately \$92,478, which almost closes the deficit.

Projected Budget Deficit for 05/06

Prior to implementation of the Energy and Fuel Conservation Program

September 20, 2005 \$531,000.00

Projected Budget Deficit for 05/06

After 3 months of the implementation of the Energy and Fuel Conservation Program

December 31, 2005 \$202,479.05

Projected Budget Deficit for 05/06

For 6 months of implementation of the Energy and Fuel Conservation Program

March 31, 2006 \$140,885.59

Projected Budget Deficit Savings for 05/06

For continuation of Energy and Fuel Conservation Program

Through June 30, 2006 \$ 92,478.15

SPECIFIC EXAMPLES / OCONEE COUNTY:

Gasoline and Fuel Consumption and Improved Vehicle Fuel Efficiency

Preliminary figures comparing consumption from the 3 month period from October – December 2004, to the same 3 month period in 2005 indicate that we are saving both from reductions in fuel consumption and gains in fuel efficiency. Previous mileage figures indicate a fleet-wide average of 11.4 miles per gallon (MPG) (3 month figure 2004), compared to 11.8 MPG (3 month figure 2005) which is a 3.5% improvement. This is attributed to a better preventative maintenance program (alignments, tire pressure checks, air filters, tune-ups, etc.). Countywide estimates report a 7,078 gallon reduction in gasoline and diesel for the first three months of our program, which you will recall, only covers about half our fleet as to the 4-day work week.

Electricity and Natural Gas Usage

Three month savings (comparing October – December 2004 to October – December 2005) for Pine Street only electrical usage shows reduced KWH usage 32,323 (2004) to 24,242 (2005) for a 33% reduction. In addition to the electrical savings, the natural gas CCF usage has been reduced from 953 (2004) to 601 (2005) for a 35% reduction. Although consumption has been substantially reduced, dollar costs have not fallen as dramatically due to higher commodity prices, especially in natural gas.

Departmental Feedback

PRODUCTIVITY, as observed by departmental managers is reported to have improved dramatically since the 4-day work week and the Energy Conservation Program went into effect. Employee morale is described as being "very good" to "great." Department managers have expressed that employees appear to be taking less personal and sick time because of the extra day off when employees can schedule their own personal errands, thus improving employee attendance and performance through the week.

Sick and Vacation Leave

Department managers have expressed that their employees are taking less personal and sick time due to the 4-day work week. In an effort to quantify these observations a comparison was made analyzing vacation and sick leave used during the months of October through December for 2004 and 2005. The use of sick leave varies from year to year. One year, more sick leave may be used for new parents to spend time with newborns. Other years, more sick leave may be used to care for ailing parents. In an effort to normalize the use of sick leave, sick leave used for catastrophic or long term illnesses (FMLA illnesses) were removed from both year tabulations. The table below indicates the vacation leave used versus FMLA leave used (as described above). The hours taken reflect the combined totals of the department/divisions that are working a 4-day work week. Note that 19.2% fewer vacation hours were used in 2005 compared with 2004. Additionally, 11.1% less sick leave hours were used in 2005 compared with 2004.

| Year | Vacation Leave Hours Taken | Sick Leave Hours Taken | Combined Hours Taken |
|-----------|----------------------------|------------------------|----------------------|
| 2004 | 3,243.69 | 1,788.68 | 5,032.37 |
| 2005 | 2,618.90 | 1,589.75 | 4,208.65 |
| % Reduced | 19.2% | 11.1% | 16.4% |

Public and Internal Feedback

We believe that public feedback has been positive, even though complaints have occasionally occurred due to Library hours or building permit issues.

Improved productivity and higher morale has been apparent as reported by Supervisors and workers in all departments. There have been many citizen-user expressions of support and thanks for the increased hours of daily operation. Many customers are now able to come to County offices to conduct business at 8AM and after they get off work at 5 o'clock.

The majority of departments have reported on the results of the four-day work week and comments they have received from the public. The following are comments made from the Department Managers:

- Opal Green, County Council Office: very few negative or positive public comments and finds productivity to be the same or better.
- Linda Shugart, Delinquent Tax Office: very positive comments from users and the public regarding extended hours. The public appreciates our efforts to cut costs. Staff productivity is higher. **DELINQUENT TAXPAYERS**— This group appreciates the extended work hours. This allows the delinquent taxpayer to come to our office without the need to lose hourly wages. **ABSTRACTORS**— The extended work hours have allowed researchers to better meet the deadlines for property closings. (see attached)
- Linda Nix, Auditor's Office: very few negative public comments have been expressed and positive comments have been rolling in because of the available time before and after work for the public to come in. Staff productivity is also better.
- Janice Matheson, Veterans Affairs Office; many folks have expressed their "thankfulness" for the extended hours.
- Kay Olbon, Human Resources: several positive public comments regarding the convenience of being open till 6PM as people are able to take care of their business and apply for positions. Staff productivity is better because there is more time allowed to stay focused on projects.
- Dale Bugg, Register of Deeds: productivity is very high and staff is highly motivated to complete tasks in anticipation for the 3-day weekend. Public complaints are almost non-existent.
- Marianne Dillard, Procurement: productivity is better as it seems the ladies in Procurement are able to "catch up" on tasks and projects during the 5-6PM hour because of less interruption of the telephone.
- Leslie Smith, Assessor: Public complaints are virtually non-existent while a number of citizens have expressed positive comments on their appreciation of our extended hours; also a comment by an electric company, SCEG, who performs energy audits, stated that "the 4 day work week IS a logical step for the county to take."
- Joy Brooks, Registration & Elections: no notable citizen comments and productivity remains constant although they do foresee problems arising during the election months because a high number of people who tend to vote on Fridays.
- Sheila O'Kelley, Roads: no notable public comments and productivity seems to be much better than previous years. A comparison of sick and vacation leave from 2004-2005, shows that the numbers have decreased due to the 4 day work week. (see attached)
- Anne Dodd, Treasurer: favorable citizen's comments regarding extended work hours and they have installed an after-hours payment box which will help citizens in getting their payments in on time.

- Channon Chambers, Building Codes: productivity and staff morale are way up and revenues have increased, and the department has saved on utility and gasoline costs. Waiting times on inspections have decreased from 1-4 days to next day inspections being performed. The four day work week has offered increased customer service levels. (see attached)

ATTACHMENTS:

- | | |
|--------------|--|
| Attachment 1 | Short-Term Energy Outlook, Energy Information Administration, Department of Energy |
| Attachment 2 | Gasoline and Diesel Fuel Update, Information Administration, Department of Energy |
| Attachment 3 | Letter to Phyllis Lombard from Linda Shugart, Delinquent Tax Collector |
| Attachment 4 | Reports on 4/10 work week from Building Codes |
| Attachment 5 | Analysis on Vacation and Sick Time from Road Department |

Submitted or Prepared By:


Phyllis E. Lombard, DAS&F


D. Mack Kelly, Jr., DPW


Dale Butts, DCS


Tom Hendricks, DPS

Reviewed By/ Initials:

 N/A County Attorney

 SMCB

 N/A Other

C: Clerk to Council

Approved for Submittal to Council:


Ron H. Rubin, County Administrator



Energy Information Administration

Official Energy Statistics from the U.S. Government

Crossing

568028

Home > Forecast & Analysis > Short-Term Energy Outlook

Short-Term Energy Outlook

January 10th, 2006 Release

Third Update, February 27th, 2007



Overview

In 2006 and 2007, total domestic energy demand is projected to increase at an annual rate of about 1.4 percent each year, contributing to continued market tightness and projected high prices for oil and natural gas.

Prices for crude oil, petroleum products, and natural gas are projected to remain high through 2008 before starting to weaken in 2007. For example, the price of West Texas Intermediate (WTI) crude oil, which averaged \$56 per barrel in 2005, is projected to average \$63 per barrel in 2006 and \$60 in 2007 (Figure 1, West Texas Intermediate Crude Oil Prices). Retail regular gasoline prices, which averaged \$2.27 per gallon in 2005, are projected to average \$2.41 in 2006 and \$2.33 in 2007 (Figure 2, Gasoline and Crude Oil Prices). Henry Hub natural gas prices, which averaged \$8.00 per thousand cubic feet (mcf) in 2005, are projected to average \$9.80 in 2006 and \$9.84 in 2007 (Figure 3, Natural Gas Henry Hub Spot Prices).

Hurricane Recovery

Recovery of natural gas and crude oil production and refinery output from Hurricanes Katrina and Rita continue as expected. At the beginning of January, some 27.4 percent of normal daily Federal Gulf of Mexico oil production and approximately 19.5 percent of Federal Gulf of Mexico natural gas production remain shut-in due to Hurricanes Katrina and Rita. Only one crude oil refinery in New Orleans remains out of service, and it is projected to return to operation in the first quarter of 2006. However, some refineries are still operating below normal capacity (Figure 4, Shut-In Federal Offshore Gulf of Mexico Oil Production, Figure 5, Shut-In Federal Offshore Gulf Natural Gas Production, Figure 6, Shut-In Gulf Crude Oil Refinery Capacity).

Winter Heating Expenditures

The savings in heating fuel consumption during a relatively warm October and November were offset by the colder-than-normal December. Our estimates of winter heating expenditures show a slight reduction from the previous Outlook. However, 2005-2006 winter residential space-heating expenditures are still projected to be higher relative to the winter of 2004-05 due to higher energy prices. On average, households heating primarily with natural gas likely will spend \$267 (36 percent more for fuel this winter than last winter. Households heating primarily with heating oil can expect to

Price Summary

| | Year | | | Percent Change |
|----------------------------------|-------|-------|-------------|----------------|
| | 2004 | 2005 | 2006-2007 | |
| WTI Crude ^a (barrel) | 41.44 | 56.42 | 53.27-59.34 | 26.3-12.0 |
| Gasoline ^b (gallon) | 1.85 | 2.27 | 2.41-2.33 | 8.4-3.5 |
| Diesel ^c (gallon) | 1.81 | 2.41 | 2.39-2.41 | 5.6-3.5 |
| Heating Oil ^d (5-gal) | 1.94 | 2.05 | 2.27-2.32 | 11.5-8.9 |
| Natural Gas ^e (mcf) | 10.09 | 12.73 | 14.57-13.77 | 14.5-5.5 |

^a West Texas Intermediate; ^b Average regular pump prices; ^c On-highway retail; ^d Residential average.

Detailed STEO Information

Query STEO database assuming date projections, Real Petroleum Prices, own data projections, Short-Term Energy Spreadsheet

| Table | Format |
|---|--------------|
| 1. U.S. Supply and Demand Summary | April 06 xls |
| 1. U.S. Macroeconomic and Weather Assumptions | April 06 xls |
| 1a. U.S. Regional Macroeconomic Data | April 06 xls |
| 2. U.S. Energy Indicators | April 06 xls |
| 3. International Petroleum Supply and Demand | April 06 xls |
| 3a. OPEC Oil Production | April 06 xls |
| 4. U.S. Energy Prices | April 06 xls |
| 5a. U.S. Petroleum Supply and Demand | April 06 xls |
| 5b. U.S. Regional Motor Gasoline Inventories and Prices | April 06 xls |
| 6a. U.S. Regional District Inventories and Prices | April 06 xls |
| 6b. U.S. Regional Propane Inventories and Prices | April 06 xls |
| 7. U.S. Petroleum Demand Sensitivity | April 06 xls |
| 7. Forecast Components for U.S. Crude Oil | April 06 xls |

99% on average, \$275 (23 percent) more this winter than last. Household heating primarily with propane can expect to pay, on average, \$169 (17 percent) more this winter than last. Households heating primarily with electricity can expect to pay, on average, \$72 (10 percent) more than last winter. Should colder-than-normal weather prevail, expenditure could be significantly higher than currently projected. These averages provide a broad guide to changes from last winter, but fuel expenditures for individual households are highly dependent on local weather conditions, the size and efficiency of individual homes, their heating equipment, and thermostat settings. (Table WYF01, Selected U.S. Average Consumer Prices and Expenditures for Heating Fuels for the Winter).

Global Petroleum Markets

The steady increase in crude oil and petroleum product prices over the last 2 years is expected to slow and even turn around, although dramatic reductions are not anticipated. Many of the same factors that drove world oil markets in 2005, such as low world spare oil production capacity and rapid world oil demand growth, will continue to affect markets in 2006-2007. Other factors are less certain, such as the frequency and intensity of hurricanes, other extreme weather, and geopolitical instability.

When the January Outlook, EIA's assessment of world oil market balances is extended to 2007, World oil demand growth (Figure 7, World Oil Demand Growth) is expected to increase from 1.2 million barrels per day (bbl/d) in 2005 to 1.6 million bbl/d in 2006, largely because U.S. demand is projected to recover from a net decline in 2005 to show growth of 410,000 bbl/d in 2006. Demand growth is projected to increase further to 1.9 million bbl/d in 2007 as demand picks up because of economic growth in developing Asian countries (excluding China). Other Asian growth had slowed because of subsidy cuts in countries such as Indonesia and Thailand. Chinese demand growth is projected to stay on its overall annual level of about 500,000 bbl/d. OECD demand growth outside the United States is expected to remain low (Figs. 5a-df, International Oil Supply Charts).

However, despite this strong projected growth in demand, world spare oil production capacity is projected to increase during 2006 and 2007 as non-OPEC and OPEC supplies increase (Figure 8, World Oil Spare Production Capacity). This increase in spare capacity is expected to ease the current tightness in world oil markets and moderate the world oil price increases seen during the past year. Non-OPEC supply, which grew by an average of 800,000 bbl/d between 1995-2005, is projected to grow by 900,000 bbl/d in 2006 and by 1.7 million bbl/d in 2007. This non-OPEC supply forecast hinges on the U.S. forecast, and whether a repeat hurricane season next summer takes oil production in the Gulf of Mexico again.

Non-OPEC supplies are projected to show significant gains on a net basis over 2006-2007 despite continued declines in mature fields in the North Sea, Mexico, and the Middle East, and slower growth in Russia. Outside of the United States, net production increases for 2006 of 100,000-200,000 bbl/d are expected in the Caspian, Canada, Angola, Russia, Brazil, and Mexico areas. Large new projects in 2007 are projected to lead to increases of almost 500,000 bbl/d in Angola, almost 400,000 bbl/d in the Caspian, over 200,000 bbl/d in Brazil, and over 200,000 bbl/d in Canada.

U.S. Petroleum Markets

Production

| | | | |
|--|------|------|------|
| 8a. U.S. Natural Gas Supply and Demand | 2001 | 2018 | 2027 |
| 8b. U.S. Regional Natural Gas Demand | 2001 | 2018 | 2027 |
| 8c. U.S. Regional Natural Gas Prices | 2001 | 2018 | 2027 |
| 9. U.S. Coal Supply and Demand | 2001 | 2018 | 2027 |
| 10a. U.S. Electricity Supply and Demand | 2001 | 2018 | 2027 |
| 10b. U.S. Regional Electricity Retail Sales | 2001 | 2018 | 2027 |
| 10c. U.S. Regional Electricity Prices | 2001 | 2018 | 2027 |
| 10d. U.S. Electricity Generation by Sector | 2001 | 2018 | 2027 |
| 10e. Fuel Consumption for Electricity Generation by Sector | 2001 | 2018 | 2027 |

11. U.S. Renewable Energy Use by Sector

Annual Tables with Extended History, 1983-2007

| | | | |
|--|------|------|------|
| 21. Annual U.S. Energy Supply and Demand | 2001 | 2018 | 2027 |
| 22. Annual U.S. Macroeconomic and Weather Indicators | 2001 | 2018 | 2027 |
| 23. Annual U.S. Energy Supply and Demand | 2001 | 2018 | 2027 |
| 24. Annual Average U.S. Energy Prices | 2001 | 2018 | 2027 |
| 25. Annual U.S. Petroleum Supply and Demand | 2001 | 2018 | 2027 |
| 26. Annual U.S. Natural Gas Supply and Demand | 2001 | 2018 | 2027 |
| 27. Annual U.S. Coal Supply and Demand | 2001 | 2018 | 2027 |
| 28. Annual U.S. Electricity Supply and Demand | 2001 | 2018 | 2027 |

Winter Fuels Outlook Table

WYF01. Selected U.S. Average Consumer Prices and Expenditures for Heating Fuels for the WY06/07

2001

Figures A1 Figures WYF (download presentation)

| | | | |
|--|------|------|------|
| 1. West Texas Intermediate Crude Oil Price (Base Case and 60% Confidence Interval) | 2001 | 2018 | 2027 |
| 2. Gasoline and Liquefied Oil Prices | 2001 | 2018 | 2027 |
| 3. Natural Gas (Henry Hub spot prices, Base Case and 60% Confidence Interval) | 2001 | 2018 | 2027 |
| 4. Short-Term Federal Reserve Fund National Gas Production | 2001 | 2018 | 2027 |
| 5. Short-Term Gulf Crude Oil Refinery Capacity | 2001 | 2018 | 2027 |
| 7. World Oil Demand Growth | 2001 | 2018 | 2027 |
| 10d. World Oil Supply Growth | 2001 | 2018 | 2027 |
| 10e. North America Oil Supply | 2001 | 2018 | 2027 |
| 10f. Latin America Oil Supply | 2001 | 2018 | 2027 |
| 10g. Russia Oil Supply | 2001 | 2018 | 2027 |
| 10h. Caspian Region Oil Supply | 2001 | 2018 | 2027 |
| 9f. North Sea Oil Supply | 2001 | 2018 | 2027 |

Total U.S. petroleum demand in 2006 is projected to average 21.0 million bbl/d, up 1.7 percent from the 2005 level. Additional growth in demand of 1.9 percent is anticipated for 2007. Motor gasoline demand is projected to rise about 1.7 percent per year over the forecast, in line with highway travel growth (Figure 10, U.S. Petroleum Products Demand Growth).

On January 2, 2008, the U.S. average pump price for regular gasoline reached \$2.24 per gallon, up 9 cents per gallon from one month earlier, and 48 cents per gallon higher than the same time last year. The increase in product imports over the last 3 months continue to keep total product inventories at levels close to the average of the last several years with the exception of motor gasoline. Current distillate fuel and jet fuel inventories remain above last year's levels, but motor gasoline and residual fuel oil inventories continue to lag behind (Figure 11, U.S. Gasoline Inventories).

Several new petroleum product regulations (ultra-low-sulfur diesel fuel, the phasing out of methyl tertiary butyl ether (MTBE), Tier 2 gasoline requirements, and the renewable fuels mandate) are expected to have a noticeable impact this year (see also "This Week in Petroleum," January 5, 2008). The transition to ultra-low-sulfur diesel fuel begins in the third quarter of 2008 with about 80 percent of the on-highway diesel fuel market expected to meet the new 15 parts per million (ppm) maximum sulfur limit this year, down from 500 ppm. The estimated extra cost for producing and distributing ultra-low-sulfur diesel fuel ranges from about 4 to 6 cents per gallon (Environmental Protection Agency, Regulatory Impact Analysis, Disaster V. Economic Impact, Jan. 18, 2007). These costs are included in our modeling framework.

Phase-in of the Tier 2 low-sulfur gasoline program began in 2004, but the first stage and largest change began on January 1, 2006, as the sulfur level in gasoline is lowered from an average 300 ppm to a maximum average 30 ppm. Most motor gasoline produced outside of the Petroleum Administration for Defense District 4 (PAD4, Rocky Mountain) region is affected. All motor gasoline must be in compliance by 2008. The estimated cost increases for producing and distributing Tier 2 gasoline in 2006 and 2007 is about 1 to 2 cents per gallon.

Removal of MTBE as a blending component from motor gasoline, another pending change, will likely increase gasoline prices and possibly lead to greater price volatility. State concerns about potential water contamination and possible increased facility exposure due to the elimination of the oxygen content requirement for reformulated gasoline included in the Energy Policy Act of 2005 (EPACT 2005) are driving efforts to eliminate of MTBE as a gasoline additive. Some MTBE removed from the gasoline pool may be replaced by ethanol, which continues to grow in supply.

While major supply disruptions are not expected, these new regulatory constraints and uncertainties may contribute to price volatility in some regions of the country.

Natural Gas Markets

Because natural gas prices remain high and summer weather in 2006 is expected to be cooler than in summer 2005, total natural gas demand in 2006 will likely remain near 2005 levels, then increase by 1.3 percent in 2007 (Figure 12, Total U.S. Natural Gas Demand Growth). Residential demand is projected to increase by about 0.8 percent in both 2006 and 2007. Industrial demand is estimated to grow by 3.5 percent in 2006 and 1.3 percent in 2007. Demand for natural gas for production of

| | |
|---|-------|
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| 12. Total U.S. Natural Gas Demand Growth | xiv |
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electricity is expected to fall by 4.7 percent in 2006 because of the assumed return to normal summer weather, then increase by 2.4 percent in 2007.

Domestic dry natural gas production in 2005 is estimated to have declined by 3.1 percent, due mainly to the hurricane-induced infrastructure disruptions in the Gulf of Mexico. Dry gas production is projected to increase by 3.8 percent in 2005 and 1.1 percent in 2007. Total liquefied natural gas (LNG) imports for 2005 are projected to increase from their 2005 level of 850 billion cubic feet (bcf) to 950 bcf in 2006. LNG imports in 2007 are expected to reach 1,200 bcf.

On December 30, working gas in storage stood at an estimated 2,641 bcf, a level 79 bcf below 1-year ago but still 156 bcf above the 5-year average. Natural gas storage levels at the end of 2006 and 2007 will likely mirror the 5-year average (Figure 13, U.S. Working Natural Gas in Storage).

Electricity Markets

Weather conditions and continuing economic growth are expected to increase electricity demand by 1.3 percent in 2006 and an additional 1.8 percent in 2007 (Figure 14, Total U.S. Electricity Demand Growth). Projected 2006 electricity prices to the residential sector range from 8.0 cents per kilowatt-hour (kwh) in the West North Central region to 13.8 cents per kwh in New England. Residential electricity prices in 2007 are expected to remain near 2006 levels.

Coal Markets

In 2005, electric power sector demand for coal is projected to increase by 2.2 percent and by another 1.2 percent in 2007 (Figure 15, U.S. Coal Demand). Power sector demand for coal continues to increase in response to higher oil and, more specifically, to higher natural gas prices. U.S. coal production is projected to grow by 3.9 percent in 2006 and remain at about the 2006 level in 2007 (Figure 16, U.S. Coal Production). The price of coal to the power sector is projected to rise throughout the forecast period, although at a slower rate than in the first half of 2005. In the electric power sector, coal prices are projected to rise by an average 5.5 percent in 2006 and by an additional 2.8 percent in 2007, increasing from \$1.54 per million Btu in 2005 to \$1.56 per million Btu in 2007.

BP's Thunder Horse platform (260,000 barrels per day capacity) was damaged in July 2005 during Hurricane Delnis and is not expected to return to production until the second half of 2006. Thunder Horse capacity is not included in the "normal" base for comparing pre- and post-Hurricane Katrina and Rita damage.

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Gasoline and Diesel Fuel Update

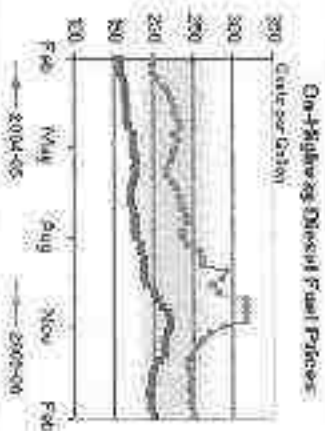
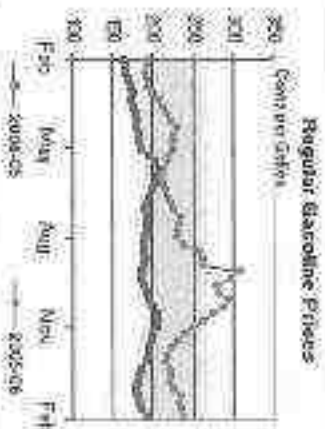
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Release Schedule

Gasoline

Diesel

U.S. Gasoline and Diesel Fuel Prices, 01/30/06



| Gasoline | | | | Diesel Fuel | | | |
|------------------|-------------|----------|------------------|-------------|----------|--|--|
| Cents per Gallon | Change from | | Cents per gallon | Change from | | | |
| Price | Week Ago | Year Ago | Price | Week Ago | Year Ago | | |
| U.S. | ↕ 2.1 | ↕ 46.6 | U.S. | ↕ 1.7 | ↕ 49.7 | | |
| East Coast | ↕ 0.1 | ↕ 48.3 | East Coast | ↕ 1.4 | ↕ 48.2 | | |
| New England | ↕ 0.8 | ↕ 47.6 | New England | ↕ 0.7 | ↕ 43.6 | | |
| Central Atlantic | ↕ 0.8 | ↕ 51.3 | Central Atlantic | ↕ 0.8 | ↕ 44.6 | | |
| Lower Atlantic | ↕ 2.6 | ↕ 46.3 | Lower Atlantic | ↕ 1.9 | ↕ 50.2 | | |
| Midwest | ↕ 3.2 | ↕ 40.1 | Midwest | ↕ 0.8 | ↕ 47.7 | | |
| Gulf Coast | ↕ -0.5 | ↕ 43.4 | Gulf Coast | ↕ 2.3 | ↕ 51.5 | | |
| Rocky Mountain | ↕ 1.8 | ↕ 41.1 | Rocky Mountain | ↕ 3.9 | ↕ 52.8 | | |
| West Coast | ↕ 7.0 | ↕ 47.1 | West Coast | ↕ 3.2 | ↕ 55.5 | | |
| California | ↕ 8.9 | ↕ 47.9 | California | ↕ 5.9 | ↕ 60.7 | | |

History

What We Pay for in a gallon of regular

Gasoline

10 September 2005

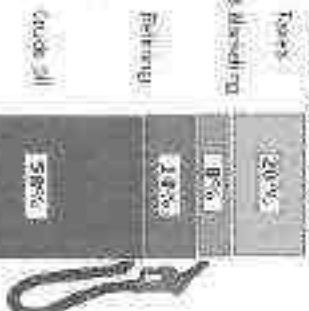
Retail Price: \$2.98/gallon

Taxes

Distribution & Marketing

Refining

Crude Oil



Explanation of Terms Previous Month's Gasoline Pump Data

What We Pay for in a gallon of diesel
(December 2005)

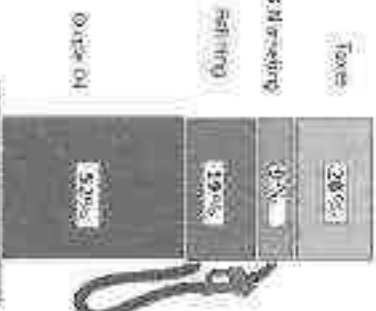
Retail Price: \$2.44/gallon

Taxes

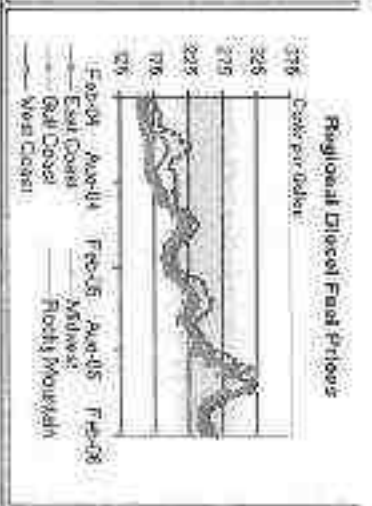
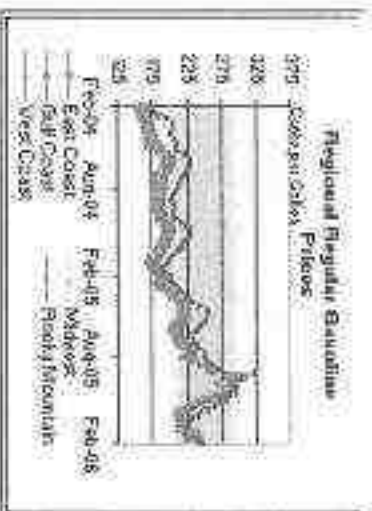
Distribution & Marketing

Refining

Crude Oil



Explanation of Terms



[Previous Month's Diesel Pump Data](#)

Retail Gasoline Prices:

On-Highway Diesel Prices

[Diesel Prices for Last 53 Weeks](#)
[24-hour hotlines: 202-586-6966](#)

Frequently Asked Questions

[Can I tell which country the gasoline at my local station comes from?](#)
[For information see Primer on Gasoline Sources and Markets.](#)

[Release Schedule:](#) The prices are published by 3:00 P.M. Monday (Eastern time), except on government holidays, when the data are released on Tuesday (but still represent Monday's price).

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URL: <http://www.eia.doe.gov/bug/info/gdu/gasdiesel.asp>

OCONEE COUNTY,
SOUTH CAROLINA

Linda A. Shugart
Delinquent Tax Collector

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29687

Telephone: 864.635.4147
Facsimile: 864.635.4146

E-mail:
lshugart@oconeesc.com

TO: Phyllis E. Lombard, CGFO
FROM: Linda A. Shugart
DATE: 01/31/06
RE: Energy Conservation Program

Benefits of a four day workweek:

Productivity: A normal workday has a time frame associated with start-up and shut-down for an average worker's day. Reducing the number of start-ups as well as shut-downs has resulted in a greater number of higher productivity hours over the four day period.

Health: A shorter lunch hour has resulted in my employees' brown bagging, bringing left-overs vs. eating at fast food chains.

Fuel Consumption: A half-hour lunch equals less drive time equals less consumption of fuel and a dollar savings for the employee.

The Delinquent Tax Department's client base consists of delinquent taxpayers, attorneys, investors, abstractors and general public.

Delinquent Taxpayers - This group appreciates the extended work hours. This allows the delinquent taxpayer to come to our office without the need to lose hourly wages.

Attorneys - No complaints that we are aware of.

Investors - No complaints that we are aware of.

Abstractors - The extended work hours have allowed researchers to meet deadlines for property closings. We saw a short period of adjustment, but several have expressed the fact they too can work later during the week and either be off on Friday, or cut their day shorter. In some situations where the abstractor is paid commission they work Oconee and then work Pickens/ Greenville on Friday, so they actually have increased their productivity and earnings.

General Public - Overall comments from the public have been positive. They seem to appreciate our efforts to cut costs. Phone traffic on a Friday has averaged 2 calls.

Other Counties - I have shared our work schedule with other counties. Hopefully, some will follow our course and see the benefits we have. My appeal to Council is they will allow Mr. Rabun to extend the four day workweek through the delinquent tax heavy season from March through November.



OCONEE COUNTY BUILDING CODES

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WALHALLA
SOUTH CAROLINA 29691
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FAX: (864) 638-4168
www.ocomecsc.com



CHANNON CHAMBERS C.B.O.
DIRECTOR

cchambers@ocomecsc.com

SHERI SPEARMAN
OFFICE MANAGER

sspearman@ocomecsc.com

January 31, 2006

Report on 4/10 work week

The 4/10 work week has been a big success. Productivity and staff moral are way up. There have been few legitimate complaints and that was around the King Holiday 4 day weekend. Revenues increased at a similar pace to prior years and we have saved utility and gas costs.

After beginning the new schedule there was an immediate increase in the number of man hours actually spent doing inspections and plan reviews. Waiting times for inspections went from 1-4 days out to next day service. Plan review was 14 days out to sometimes same day service now. The efficiency of doing more inspections while already out in the field has allowed us to keep one of the inspectors in the office to answer customer questions and train in plan review. We were also able to institute an AM/PM timeframe for inspection where 8 hours does not allow enough time for this to be a standard policy. That had been the number one complaint from builders. An added benefit of 4/10 is the elimination of Friday gas from both work and personal vehicles.

Permitting has continued at a similar pace as prior to October 3rd. While numbers were down from the previous 17 weeks, this is simply indicative of seasonal slowdown in building. Figures from the prior fiscal year show increased growth. We have also extended our permitting hours until 5 o'clock which has helped owner builders who have to take time off work to get permits. With the anticipated updating of online permitting software next year, the greatest demand for in office permitting will come from owner builders. We have also instituted a strict air-conditioning watch to save on energy costs. Further savings could be achieved by the addition of programmable digital thermostats and the elimination of three phase power to Pine Street.

In conclusion, the longer workday has afforded the time for Building Codes to be more productive and offer increased customer service levels. A return to shorter workdays will result in either a reduction in service or a need to hire more personnel.

Channon Chambers

THIS REPORT WAS PRINTED ON JANUARY 31, 2006

COONEE COUNTY

| PERMIT TYPE AND DESCRIPTION | # OF PERMITS | VALUATION | FEES DUE | FEES PAID |
|---------------------------------|--------------|---------------|------------|------------|
| BP - BUILDING PERMITS | 358 | 54,021,001.85 | 200,130.02 | 200,130.02 |
| CP - COMMERCIAL BUILDING PERMIT | 20 | 7,081,505.58 | 18,035.00 | 18,035.00 |
| DE - DEMOLITION PERMIT | 1 | 1,000.00 | 50.00 | 50.00 |
| EL - ELECTRICAL PERMIT | 96 | 73,493.37 | 2,190.00 | 2,190.00 |
| ME - MECHANICAL PERMIT | 36 | 166,882.50 | 1,140.00 | 1,140.00 |
| MH - MOBILE HOME PERMIT | 137 | 2,244,048.90 | 4,640.00 | 4,640.00 |
| MR - MUNICIPALITY REGISTRATION | 17 | 2,340,300.00 | 145.00 | 145.00 |
| SN - SIGN PERMIT | 6 | 37,052.26 | 220.00 | 220.00 |
| SP - SP | 4 | 77,130.00 | 120.00 | 120.00 |
| TOTALS FOR ALL PERMIT TYPES | 675 | 66,843,626.66 | 226,670.02 | 226,670.02 |

PERMITS ISSUED DURING THE PERIOD 10/03/04 THROUGH 01/30/05

THIS REPORT WAS PRINTED ON JANUARY 31, 2005

OCONEE COUNTY

| PERMIT TYPE AND DESCRIPTION | # OF PERMITS | VALUATION | FEES DUE | FEES PAID |
|---------------------------------|--------------|---------------|------------|------------|
| BP - BUILDING PERMITS | 358 | 54,821,801.85 | 200,130.02 | 200,130.02 |
| CB - COMMERCIAL BUILDING PERMIT | 20 | 7,061,905.58 | 18,035.00 | 18,035.00 |
| DE - DEMOLITION PERMIT | 1 | 1,000.00 | 50.00 | 50.00 |
| EL - ELECTRICAL PERMIT | 96 | 73,493.57 | 2,190.00 | 2,190.00 |
| ME - MECHANICAL PERMIT | 36 | 166,882.50 | 1,140.00 | 1,140.00 |
| MH - MOBILE HOME PERMIT | 137 | 2,254,046.90 | 4,640.00 | 4,640.00 |
| MR - MUNICIPALITY REGISTRATION | 17 | 2,340,500.00 | 145.00 | 145.00 |
| SN - SIGN PERMIT | 6 | 37,062.26 | 220.00 | 220.00 |
| SP - SP | 4 | 77,430.00 | 120.00 | 120.00 |
| TOTALS FOR ALL PERMIT TYPES | 675 | 66,843,624.66 | 226,670.02 | 226,670.02 |

THIS REPORT WAS PRINTED ON JANUARY 31, 2006

OCONEE COUNTY

| PERMIT TYPE AND DESCRIPTION | N OF PERMITS | VALUATION | FEES DUE | FEES PAID |
|---------------------------------|--------------|---------------|------------|------------|
| BP - BUILDING PERMITS | 401 | 67,500,516.90 | 244,376.00 | 243,606.69 |
| CB - COMMERCIAL BUILDING PERMIT | 28 | 5,643,218.21 | 19,748.00 | 19,748.00 |
| DE - DEMOLITION PERMIT | 8 | 23,089.00 | 400.00 | 400.00 |
| EL - ELECTRICAL PERMIT | 118 | 96,316.40 | 2,715.81 | 2,715.81 |
| ME - MECHANICAL PERMIT | 10 | 66,780.50 | 380.00 | 380.00 |
| MH - MOBILE HOME PERMIT | 115 | 2,058,362.00 | 3,740.00 | 3,740.00 |
| MA - MUNICIPALITY REGISTRATION | 25 | 4,894,640.00 | 215.00 | 215.00 |
| PL - PLUMBING PERMIT | 1 | 2,000.00 | 15.00 | 15.00 |
| SH - SIGN PERMIT | 6 | 32,667.00 | 200.00 | 200.00 |
| SP - SP | 7 | 193,548.00 | 270.00 | 270.00 |
| TOTALS FOR ALL PERMIT TYPES | 722 | 80,511,049.01 | 272,059.01 | 271,369.61 |

THIS REPORT WAS PRINTED ON JANUARY 31, 2006

DOCKEE COUNTY

| PERMIT TYPE AND DESCRIPTION | # OF PERMITS | VALUATION | FEES DUE | FEES PAID |
|---------------------------------|--------------|---------------|------------|------------|
| BP - BUILDING PERMITS | 367 | 68,129,215.32 | 218,451.50 | 218,451.50 |
| CP - COMMERCIAL BUILDING PERMIT | 32 | 11,210,279.50 | 30,414.00 | 30,414.00 |
| DE - DEMOLITION PERMIT | 11 | 15,200.00 | 550.00 | 550.00 |
| EE - ELECTRICAL PERMIT | 79 | 67,938.00 | 1,730.00 | 1,730.00 |
| ME - MECHANICAL PERMIT | 11 | 71,322.50 | 515.00 | 515.00 |
| MP - MOBILE HOME PERMIT | 121 | 2,254,536.55 | 3,750.00 | 3,750.00 |
| NR - MUNICIPALITY REGISTRATION | 30 | 5,480,750.00 | 265.00 | 265.00 |
| GK - SIGN PERMIT | 5 | 61,660.00 | 350.00 | 350.00 |
| SP - SH | 5 | 255,633.00 | 150.00 | 150.00 |
| TOTALS FOR ALL PERMIT TYPES | 660 | 79,666,538.87 | 256,375.50 | 256,375.50 |

According to Sheila O'Kelley with the Oconee County Road Department office, there were no calls or message, positive or negative, concerning the four-day work week.

Overall production seems to be much better than previous years. An analysis was performed comparing the vacation and sick leave used during the months of October, November, and December for 2004 and 2005. The following chart shows the number of hours taken during the 2004 and 2005 years for these months.


| Year | Vacation Hours Taken | Sick Hours Taken |
|-----------|----------------------|------------------|
| 2004 | 1,124.25 | 821.75 |
| 2005 | 874.15 | 596.25 |
| % Reduced | 22.2 | 27.4 |

As can be calculated from the above table, Roads & Bridges Division had 475.6 hours more staff hours worked from October to December 2005 compared to hours worked in October to December 2004.

No other Divisions of Public Works worked the 4-day work week.

Table of Average Monthly Temperatures for Clemson, SC

| Month | 2004 | 2005 |
|----------|------|------|
| October | 64.9 | 65.5 |
| November | 54.8 | 54.5 |
| December | 44.0 | 42.7 |



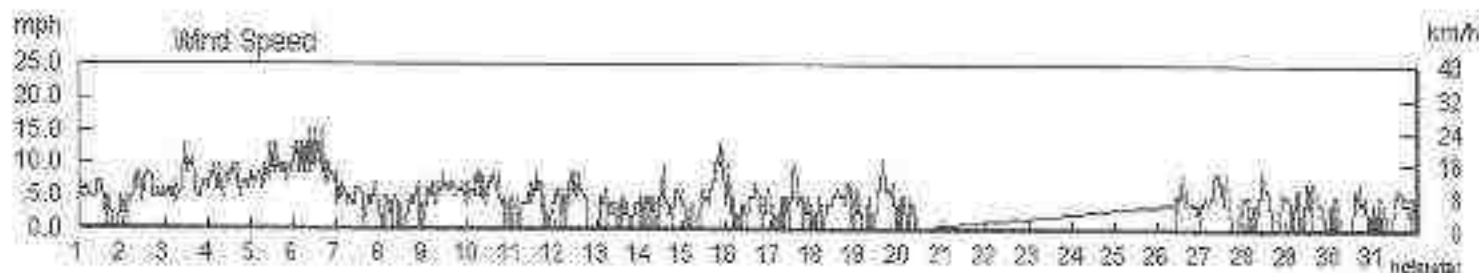
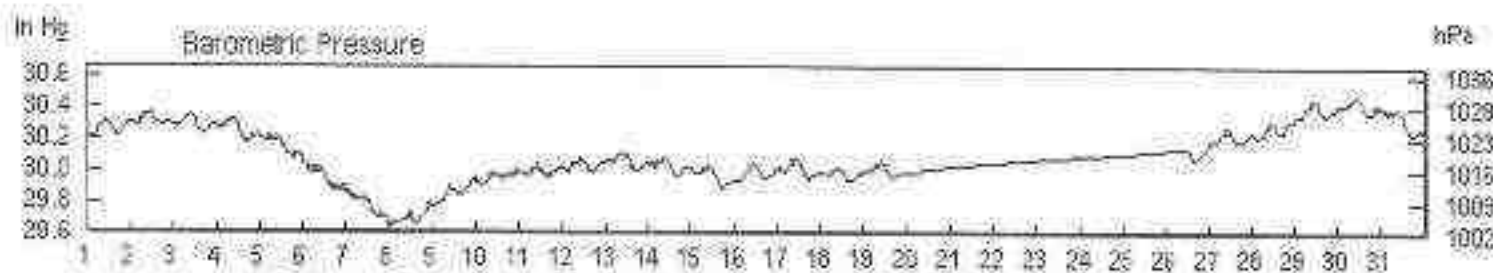
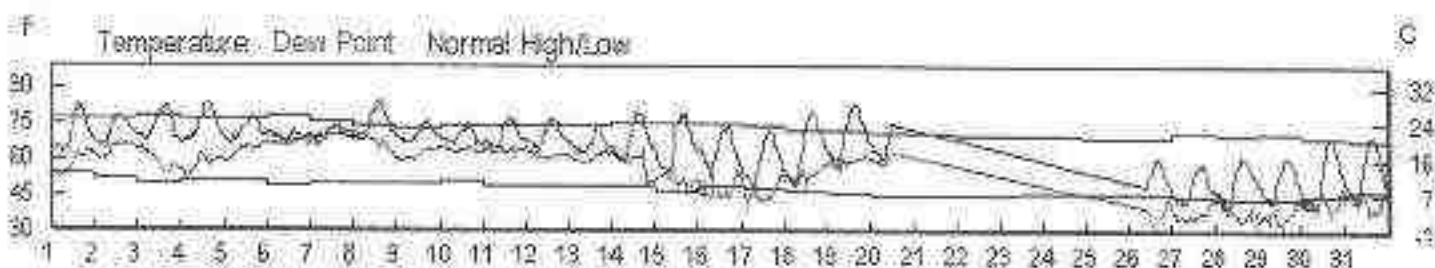
wunderground.com

History for Clemson, South Carolina

October 2005

Summary

| | | | | |
|-------------------------------|---------------------|---------------------|---------------------|-------------------|
| Temperature | Max | Avg | Min | |
| Max Temperature | 84 °F / 28 °C | 75 °F / 23 °C | 60 °F / 15 °C | |
| Mean Temperature | 76 °F / 24 °C | 65 °F / 18 °C | 50 °F / 10 °C | |
| Min Temperature | 69 °F / 20 °C | 56 °F / 13 °C | 37 °F / 2 °C | |
| Degree Days | Max | Avg | Min | Sum |
| Heating Degree Days (base 65) | 15 | 3 | 0 | 82 |
| Cooling Degree Days (base 85) | 12 | 4 | 0 | 99 |
| Growing Degree Days (base 50) | 26 | 15 | 0 | 402 |
| Dew Point | Max | Avg | Min | |
| Dew Point | 70 °F / 21 °C | 55 °F / 12 °C | 31 °F / 0 °C | |
| Precipitation | Max | Avg | Min | Sum |
| Precipitation | 1.48 in / 3.8 cm | 0.10 in / 0.2 cm | 0.00 in / 0.0 cm | 2.14 in / 5.46 cm |
| Snowdepth | - | - | - | - |
| Wind | Max | Avg | Min | |
| Wind | 15 mph / 24 km/h | 4 mph / 6 km/h | 0 mph / 0 km/h | |
| Gust Wind | 28 mph / 45 km/h | 18 mph / 28 km/h | 16 mph / 26 km/h | |
| Sea Level Pressure | Max | Avg | Min | |
| Sea Level Pressure | 30.45 in / 1031 hPa | 30.09 in / 1018 hPa | 29.82 in / 1003 hPa | |

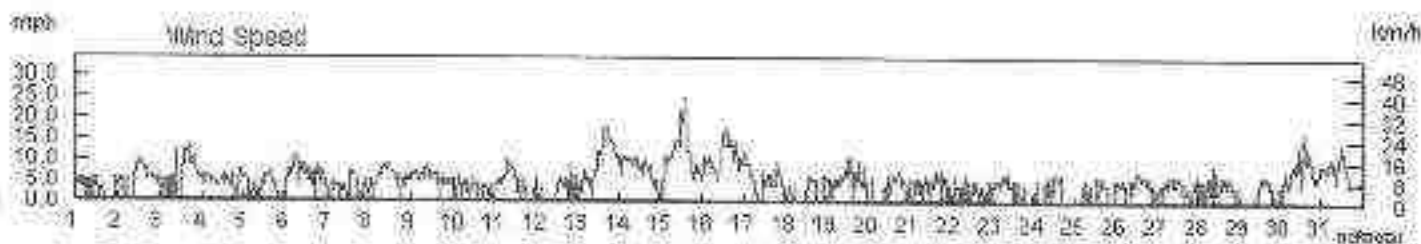
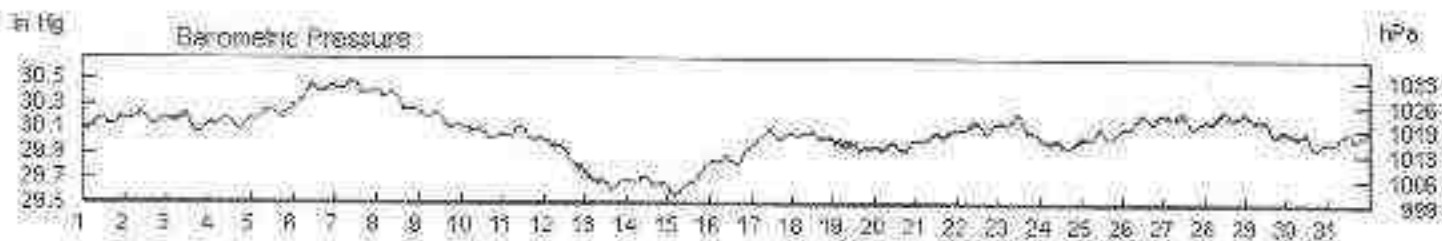
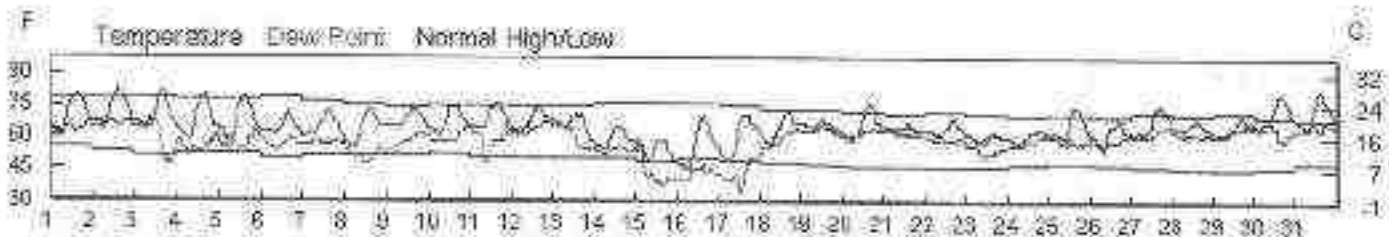




History for Clemson, South Carolina

Friday, October 1, 2004

| Summary | | | | |
|-------------------------------|---------------------|---------------------|---------------------|-------------------|
| Temperature | Max | Avg | Min | |
| Max Temperature | 84 °F / 28 °C | 72 °F / 22 °C | 59 °F / 15 °C | |
| Mean Temperature | 73 °F / 22 °C | 65 °F / 18 °C | 52 °F / 11 °C | |
| Min Temperature | 64 °F / 17 °C | 58 °F / 14 °C | 43 °F / 6 °C | |
| Degree Days | Max | Avg | Min | Sum |
| Heating Degree Days (base 65) | 12 | 2 | 0 | 57 |
| Cooling Degree Days (base 65) | 8 | 2 | 0 | 53 |
| Growing Degree Days (base 50) | 23 | 15 | 2 | 463 |
| Dew Point | Max | Avg | Min | |
| Dew Point | 68 °F / 20 °C | 57 °F / 13 °C | 30 °F / -1 °C | |
| Precipitation | Max | Avg | Min | Sum |
| Precipitation | 0.25 in / 0.6 cm | 0.05 in / 0.1 cm | 0.00 in / 0.0 cm | 0.72 in / 1.85 cm |
| Snowdepth | - | - | - | - |
| Wind | Max | Avg | Min | |
| Wind | 24 mph / 39 km/h | 4 mph / 6 km/h | 0 mph / 0 km/h | |
| Gust Wind | 28 mph / 45 km/h | 22 mph / 36 km/h | 17 mph / 27 km/h | |
| Pressure | Max | Avg | Min | |
| Pressure | 30.46 in / 1031 hPa | 30.07 in / 1018 hPa | 29.55 in / 1001 hPa | |

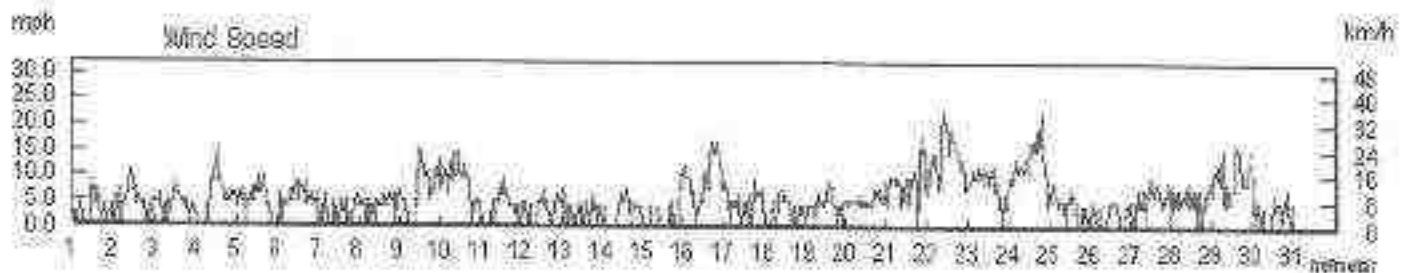
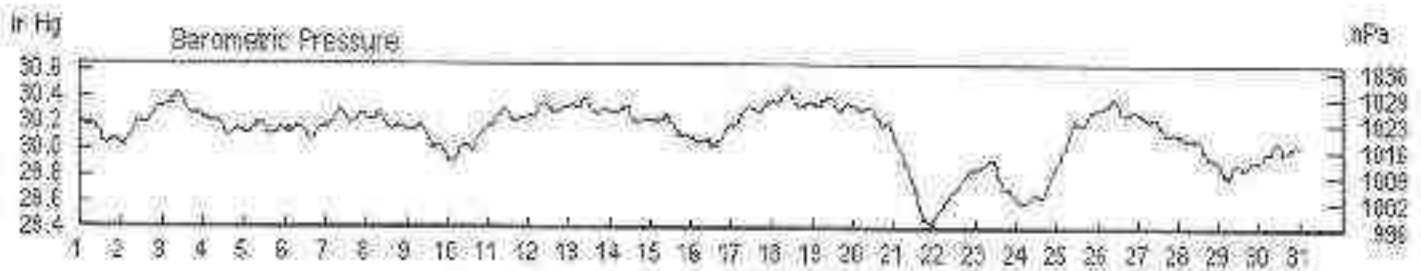
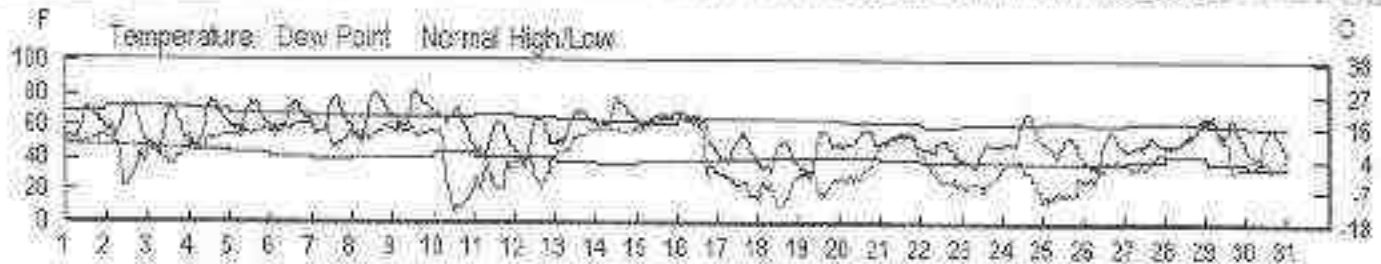


History for Clemson, South Carolina

November 2005

Summary

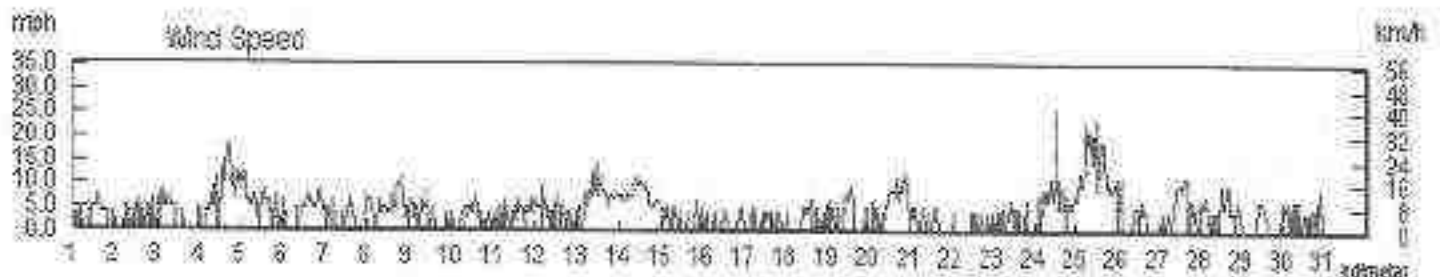
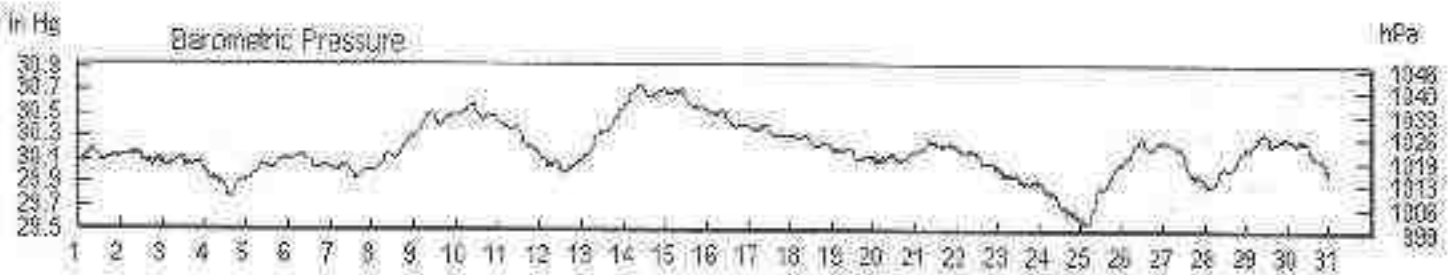
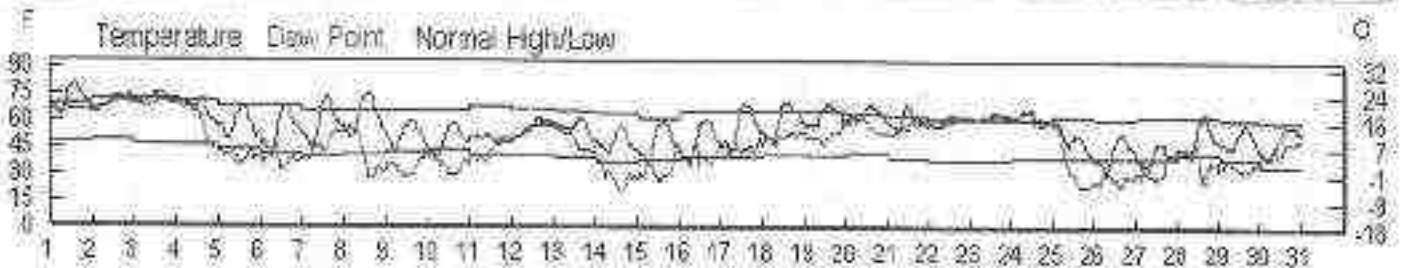
| Temperature | Max | Avg | Min | |
|-------------------------------|---------------------|---------------------|--------------------|-------------------|
| Max Temperature | 81 °F / 27 °C | 64 °F / 17 °C | 49 °F / 8 °C | |
| Mean Temperature | 68 °F / 20 °C | 54 °F / 12 °C | 40 °F / 4 °C | |
| Min Temperature | 60 °F / 15 °C | 44 °F / 6 °C | 28 °F / -2 °C | |
| Degree Days | Max | Avg | Min | Sum |
| Heating Degree Days (base 65) | 25 | 11 | 0 | 326 |
| Cooling Degree Days (base 65) | 3 | 0 | 0 | 5 |
| Growing Degree Days (base 50) | 18 | 6 | 0 | 187 |
| Dew Point | Max | Avg | Min | |
| Dew Point | 64 °F / 17 °C | 40 °F / 4 °C | 4 °F / -15 °C | |
| Precipitation | Max | Avg | Min | Sum |
| Precipitation | 2.49 in / 6.3 cm | 0.14 in / 0.3 cm | 0.00 in / 0.0 cm | 3.65 in / 9.28 cm |
| Snowdepth | - | - | - | |
| Wind | Max | Avg | Min | |
| Wind | 22 mph / 35 km/h | 4 mph / 7 km/h | 0 mph / 0 km/h | |
| Gust Wind | 31 mph / 50 km/h | 20 mph / 32 km/h | 16 mph / 26 km/h | |
| Sea Level Pressure | Max | Avg | Min | |
| Sea Level Pressure | 30.44 in / 1031 hPa | 30.11 in / 1020 hPa | 29.41 in / 996 hPa | |



History for Clemson, South Carolina on Monday, November 1, 2004

Summary

| Temperature | Max | Avg | Min | |
|-------------------------------|---------------------|---------------------|---------------------|--------------------|
| Max Temperature | 78 °F / 25 °C | 63 °F / 17 °C | 46 °F / 7 °C | |
| Mean Temperature | 70 °F / 21 °C | 55 °F / 12 °C | 39 °F / 3 °C | |
| Min Temperature | 58 °F / 20 °C | 46 °F / 7 °C | 30 °F / -1 °C | |
| Degree Days | Max | Avg | Min | Sum |
| Heating Degree Days (base 65) | 26 | 11 | 0 | 322 |
| Cooling Degree Days (base 65) | 6 | 0 | 0 | 13 |
| Growing Degree Days (base 50) | 20 | 6 | 0 | 186 |
| Dew Point | Max | Avg | Min | |
| Dew Point | 70 °F / 21 °C | 45 °F / 7 °C | 19 °F / -7 °C | |
| Precipitation | Max | Avg | Min | Sum |
| Precipitation | 1.15 in / 2.9 cm | 0.14 in / 0.4 cm | 0.00 in / 0.0 cm | 4.41 in / 11.21 cm |
| Snowdepth | - | - | - | - |
| Wind | Max | Avg | Min | |
| Wind | 25 mph / 40 km/h | 3 mph / 5 km/h | 0 mph / 0 km/h | |
| Gust Wind | 33 mph / 53 km/h | 21 mph / 34 km/h | 16 mph / 26 km/h | |
| Sea Level Pressure | Max | Avg | Min | |
| Sea Level Pressure | 30.73 in / 1041 hPa | 30.17 in / 1022 hPa | 29.54 in / 1000 hPa | |

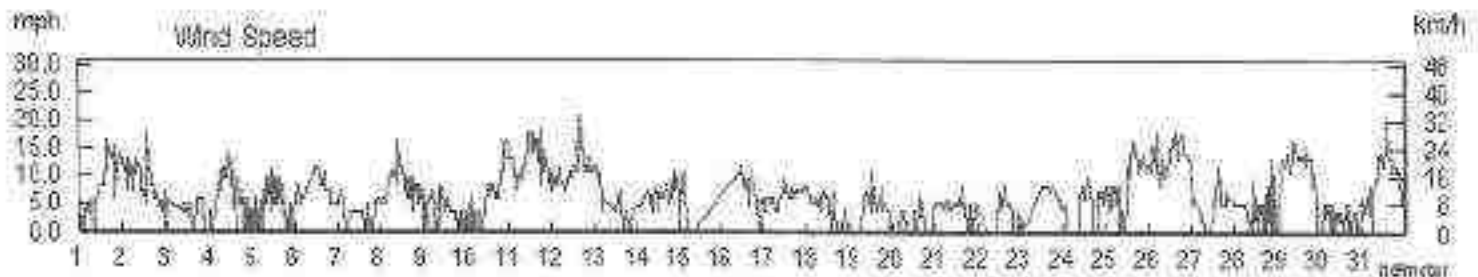
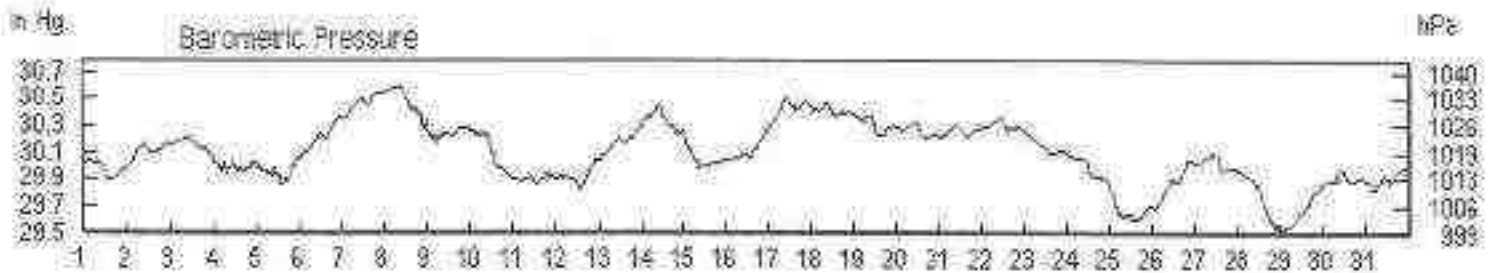
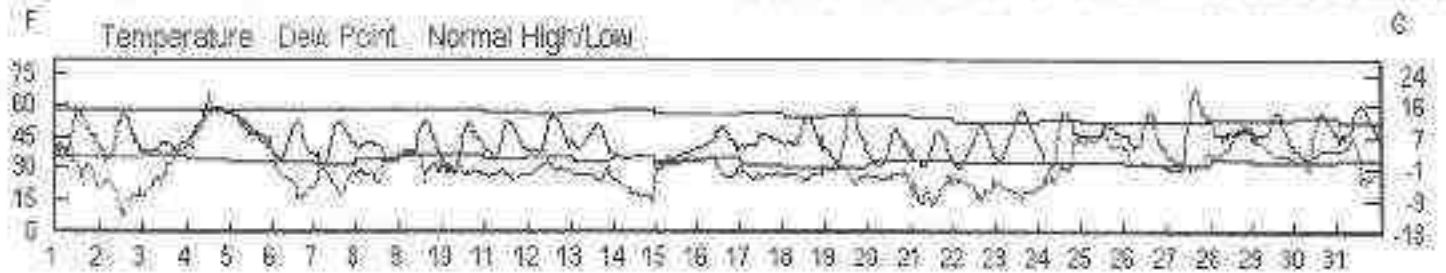


History for Clemson, South Carolina

December 2005

Summary

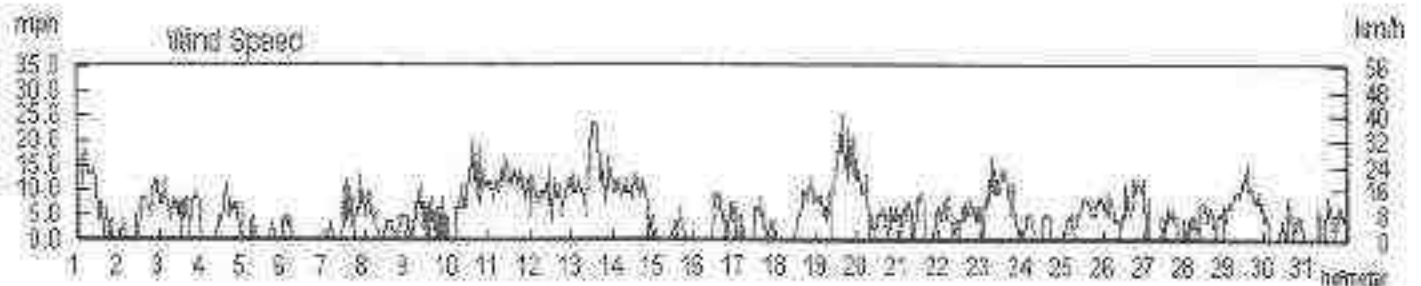
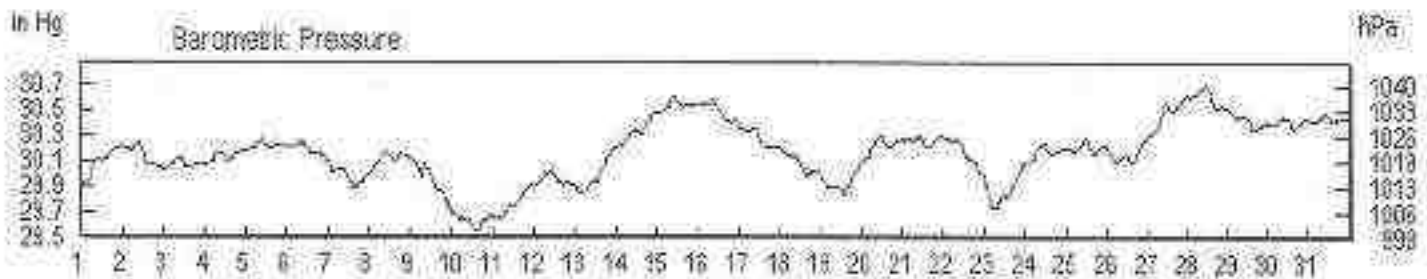
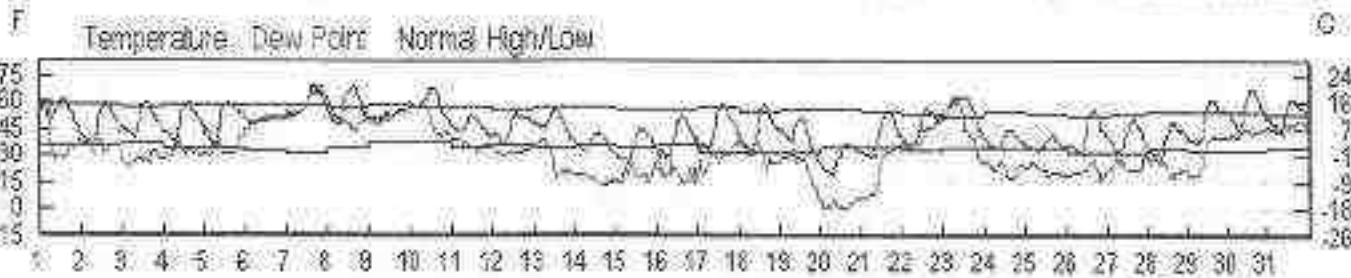
| Temperature | Max | Avg | Min | |
|-------------------------------|---------------------|---------------------|--------------------|--------------------|
| Max Temperature | 66 °F / 18 °C | 51 °F / 10 °C | 33 °F / 0 °C | |
| Mean Temperature | 52 °F / 11 °C | 43 °F / 5 °C | 32 °F / 0 °C | |
| Min Temperature | 44 °F / 6 °C | 34 °F / 1 °C | 26 °F / -3 °C | |
| Degree Days | Max | Avg | Min | Sum |
| Heating Degree Days (base 65) | 34 | 22 | 12 | 692 |
| Cooling Degree Days (base 65) | 0 | 0 | 0 | 0 |
| Growing Degree Days (base 50) | 2 | 0 | 0 | 2 |
| Dew Point | Max | Avg | Min | |
| Dew Point | 56 °F / 13 °C | 29 °F / -2 °C | 4 °F / -15 °C | |
| Precipitation | Max | Avg | Min | Sum |
| Precipitation | 1.20 in / 3.0 cm | 0.14 in / 0.4 cm | 0.00 in / 0.0 cm | 4.41 in / 11.21 cm |
| Snowdepth | - | - | - | - |
| Wind | Max | Avg | Min | |
| Wind | 21 mph / 34 km/h | 5 mph / 8 km/h | 0 mph / 0 km/h | |
| Gust Wind | 30 mph / 48 km/h | 21 mph / 33 km/h | 16 mph / 26 km/h | |
| Sea Level Pressure | Max | Avg | Min | |
| Sea Level Pressure | 30.58 in / 1035 hPa | 30.07 in / 1019 hPa | 29.50 in / 999 hPa | |



History for Clemson, South Carolina on Wednesday, December 1, 2004

Summary

| Temperature | Max | Avg | Min | |
|-------------------------------|---------------------|---------------------|---------------------|--------------------|
| Max Temperature | 66 °F / 18 °C | 54 °F / 12 °C | 35 °F / 1 °C | |
| Mean Temperature | 58 °F / 14 °C | 44 °F / 6 °C | 26 °F / -3 °C | |
| Min Temperature | 51 °F / 10 °C | 34 °F / 1 °C | 17 °F / -8 °C | |
| Degree Days | Max | Avg | Min | Sum |
| Heating Degree Days (base 65) | 39 | 21 | 6 | 652 |
| Cooling Degree Days (base 65) | 0 | 0 | 0 | 0 |
| Growing Degree Days (base 50) | 8 | 1 | 0 | 27 |
| Dew Point | Max | Avg | Min | |
| Dew Point | 64 °F / 17 °C | 30 °F / -1 °C | -3 °F / -19 °C | |
| Precipitation | Max | Avg | Min | Sum |
| Precipitation | 2.26 in / 5.7 cm | 0.16 in / 0.4 cm | 0.00 in / 0.0 cm | 5.02 in / 12.75 cm |
| Snowdepth | - | - | - | - |
| Wind | Max | Avg | Min | |
| Wind | 25 mph / 40 km/h | 4 mph / 6 km/h | 0 mph / 0 km/h | |
| Gust Wind | 33 mph / 53 km/h | 21 mph / 34 km/h | 16 mph / 26 km/h | |
| Sea Level Pressure | Max | Avg | Min | |
| Sea Level Pressure | 30.68 in / 1039 hPa | 30.16 in / 1021 hPa | 29.54 in / 1000 hPa | |



AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING DATE: February 7, 2006
COUNCIL MEETING TIME: 5:00 pm

ITEM TITLE OR DESCRIPTION:

Discussion of infrastructure projects. Council would like for the "Capital Projects Sales Tax Commission" to consider when compiling the listing of projects to be placed on the November 2006 referendum question.

BACKGROUND OR HISTORY:

There are many needs in the County which could be funded through the seven (7) year one-cent sales tax, if it is approved by the citizens of the County. And there are many pressing infrastructure needs that must be addressed to attract business and jobs to Oconee County to improve the tax base and improve the quality of life.

SPECIAL CONSIDERATIONS OR CONCERNS:

Ad valorem tax funds cannot currently be used toward sewer in Oconee County which is one of the more pressing needs in Oconee County.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Review by Council Members of a recommended projects list that should be forwarded to the six-person Capital Projects Sales Tax Commission during the month of February.

FINANCIAL IMPACT:

If the referendum is adopted imposing the seven year, one-cent sales tax, the State Board of Economic Advisors estimates that Oconee County will receive approximately \$53,430,000 over a seven year period.

ATTACHMENTS:

- (1) Letter from State Board of Economic Advisors
- (2) List of recommended projects.

Submitted or Prepared By:

Opal O. Green
Department Head
Reviewed By/ Initials:

 N/A County Attorney

 N/A Finance

Approved for Submittal to Council:


Ron H. Rabun, County Administrator

 N/A Other

STATE OF SOUTH CAROLINA

BOARD OF ECONOMIC ADVISORS

JOHN S. RAINEY, CHAIRMAN
DON HERRIOTT
H. HOWELL CLYBORNE, JR.
RAY N. STEVENS, EX OFFICIO
WILLIAM C. GILLESPIE, PH.D., CHIEF ECONOMIST



REMBERT DENNIS BUILDING
1000 ASSEMBLY STREET, SUITE 442
COLUMBIA, SOUTH CAROLINA 29203
(803) 734-3905

January 26, 2006

Ms. Opal Green
Oconee County Council
415 South Pine Street
Walhalla, SC 29691

Dear Ms. Green,

This is in response to your request for advice regarding how much revenue Oconee County could expect to raise by imposing a capital projects local option sales tax. The imposition of a local option capital projects sales tax is conditional upon a favorable outcome of a referendum by the qualified electors of the county.

We estimate that an additional one-penny sales tax would yield an estimated \$7,800,000 in Oconee County provided that there were no problems with the collection and reporting of local sales taxes. The Department of Revenue has advised us that Oconee County could expect to realize a 15 percent reduction in this amount because of startup problems associated with first-time local option experience, and reporting errors and omissions by county retailers. A local option capital projects sales and use tax, therefore, is expected to net an estimated \$6,625,000 in Oconee County in FY2006-07. I have included a table for you.

6,630,000 Oconee

If you have any questions, I will be happy to answer them.

Sincerely,

William C. Gillespie, Ph.D.
Chief Economist

8,630,000.00 *
7,800,000.00 +
7,800,000.00 +
7,800,000.00 +
7,800,000.00 +
7,800,000.00 +
7,800,000.00 +
53,430,000.00 *

**Estimated Distribution of An Additional One-Cent Sales Tax By County
Fiscal Year 2006-07**

| | UNITS | GROSS SALES | NET TAXABLE SALES | ADDITIONAL ONE-CENT SALES TAX |
|---------------------------|----------------|-----------------------------|----------------------------|-------------------------------|
| ABBEVILLE | 443 | \$176,846,215.89 | \$79,995,414.21 | \$1,083,108.81 |
| AIKEN | 3,135 | \$2,287,877,975.37 | \$1,950,014,884.00 | \$14,765,526.10 |
| ALLENDALE | 201 | \$183,839,505.96 | \$23,474,342.30 | \$317,834.00 |
| ANDERSON | 4,131 | \$3,698,187,878.77 | \$1,768,843,714.24 | \$23,922,416.80 |
| BAMBERG | 358 | \$213,209,372.18 | \$70,220,372.74 | \$950,758.13 |
| BARNWELL | 697 | \$270,247,536.20 | \$141,666,962.84 | \$1,918,117.44 |
| BEAUFORT | 4,340 | \$3,414,526,483.20 | \$2,341,823,924.76 | \$31,707,438.27 |
| BERKELEY | 2,665 | \$2,916,269,218.67 | \$1,266,878,332.86 | \$17,423,861.32 |
| CALHOUN | 314 | \$172,450,293.16 | \$44,659,066.09 | \$604,679.86 |
| CHARLESTON | 9,793 | \$10,681,929,033.70 | \$5,734,826,019.26 | \$77,644,736.04 |
| CHEROKEE | 1,148 | \$860,081,647.36 | \$404,168,524.80 | \$5,472,307.34 |
| CHESTER | 674 | \$528,509,223.20 | \$146,821,857.01 | \$1,987,914.17 |
| CHESTERFIELD | 982 | \$670,611,898.22 | \$211,160,016.59 | \$2,659,029.32 |
| CLARENDON | 716 | \$349,800,023.70 | \$160,852,682.73 | \$2,177,884.79 |
| COLLETON | 833 | \$531,071,161.31 | \$263,554,646.53 | \$3,569,787.34 |
| DARLINGTON | 1,458 | \$1,018,522,461.29 | \$376,014,058.88 | \$5,091,092.62 |
| DILLON | 599 | \$682,524,832.98 | \$179,962,195.35 | \$2,417,686.73 |
| DORCHESTER | 1,924 | \$1,404,172,114.41 | \$689,213,346.27 | \$9,060,903.61 |
| EDGEFIELD | 419 | \$736,234,540.65 | \$95,757,823.63 | \$1,303,877.84 |
| FAIRFIELD | 403 | \$267,688,766.00 | \$99,189,478.04 | \$1,342,989.21 |
| FLORENCE | 3,356 | \$4,043,399,358.67 | \$1,749,437,062.31 | \$23,586,737.11 |
| GEORGETOWN | 1,707 | \$1,205,794,943.74 | \$613,832,024.44 | \$8,308,352.67 |
| GREENVILLE | 10,718 | \$11,305,278,140.46 | \$5,692,939,731.86 | \$77,080,312.97 |
| GREENWOOD | 1,605 | \$1,368,789,664.64 | \$707,111,062.67 | \$9,574,024.68 |
| HAMPTON | 463 | \$247,364,027.05 | \$94,219,466.47 | \$1,275,897.05 |
| HORRY | 8,911 | \$7,387,279,900.67 | \$3,226,787,929.48 | \$70,687,555.49 |
| JASPER | 516 | \$1,164,771,836.23 | \$291,232,849.32 | \$3,943,165.12 |
| KERSHAW | 1,312 | \$1,131,760,678.37 | \$373,087,520.00 | \$5,051,197.59 |
| LANCASTER | 1,420 | \$796,879,390.72 | \$405,054,327.39 | \$5,484,287.24 |
| LAURENS | 1,244 | \$716,490,805.71 | \$321,893,745.50 | \$4,358,323.42 |
| LEE | 382 | \$166,444,437.98 | \$60,261,956.63 | \$800,528.48 |
| LEXINGTON | 6,112 | \$7,371,190,577.26 | \$3,021,016,175.07 | \$40,903,452.59 |
| MCCORMICK | 218 | \$46,701,831.86 | \$25,352,462.34 | \$343,263.05 |
| MARION | 742 | \$392,615,332.48 | \$181,436,174.01 | \$2,455,335.63 |
| MARLBORO | 552 | \$430,789,275.91 | \$112,557,322.64 | \$1,525,903.69 |
| NEWBERRY | 653 | \$678,294,290.42 | \$253,216,135.65 | \$3,426,453.74 |
| OCONEE | 1,891 | \$1,066,300,873.23 | \$575,694,848.24 | \$7,797,405.34 |
| ORANGEBURG | 2,298 | \$1,672,782,806.84 | \$726,381,446.65 | \$9,862,018.02 |
| PICKENS | 2,176 | \$1,551,811,951.13 | \$769,736,162.79 | \$10,692,738.41 |
| RICHLAND | 6,001 | \$9,201,009,521.35 | \$5,316,650,063.58 | \$71,895,494.88 |
| SALUDA | 341 | \$108,368,462.93 | \$53,568,273.98 | \$725,585.80 |
| SPARTANBURG | 6,157 | \$6,829,257,997.72 | \$2,746,575,965.12 | \$37,187,632.66 |
| SUMTER | 2,052 | \$1,569,173,534.96 | \$638,417,564.04 | \$11,351,866.75 |
| UNION | 565 | \$253,297,317.27 | \$146,065,709.37 | \$1,977,947.00 |
| WILLIAMSBURG | 744 | \$480,693,833.43 | \$182,862,262.81 | \$2,473,044.74 |
| YORK | 4,010 | \$3,674,037,853.65 | \$1,620,260,852.47 | \$21,937,738.53 |
| TOTAL OF COUNTIES | 103,546 | \$95,895,536,771.81 | \$47,268,634,647.22 | \$640,000,000.00 |
| UNALLOCATED TOTALS | 11,599 | \$17,683,237,724.13 | \$4,909,710,806.45 | |
| STATE TOTALS | 115,105 | \$113,558,774,495.94 | \$52,178,345,353.67 | |

Notes: Calculations made by the Board of Economic Advisors based on November 10, 2005 BEA General Fund revenue estimate. Based on calendar year 2004 Gross and Net Taxable Sales figures (amended series).

Source: South Carolina Department of Revenue

BEA/RWM/11/13/05

**POSSIBLE COUNTY INFRASTRUCTURE PROJECTS FOR CONSIDERATION
BY
THE CAPITAL FACILITIES SALES TAX COMMISSION
FEBRUARY 2006**

| <u>Description</u> | <u>Estimated Capital Cost</u> |
|--|-------------------------------|
| 1. Phase I of I-85 Sewer Expansion (Sewer and WWTP only, no water) | \$8,215,000 |
| 2. Phase II, I-85 (sewer only, no water) | \$7,360,000 |
| 3. I-85 Phase III – sewer expansion in Southern Oconee County (Foxwood Hills and Chickasaw Point) | \$2,688,000 (\$2,886,000) |
| 4. Airport Area Sewer Expansion | \$2,168,000 |
| 5. Jail Expansion, Phase II (48 male beds and 16 female beds) | \$6,500,000 |
| Total | \$26,931,000 |

AGENDA ITEM SUMMARY
COUNCIL MEETING DATE: 2/7/06
COUNCIL MEETING TIME: 3:00 pm

ITEM TITLE OR DESCRIPTION:

Discussion of Proposed Extension of City-County Sewer Interlocal Agreements

BACKGROUND OR HISTORY:

Oconee County entered into agreements with Seneca, Walhalla & Westminster March 3, 1978 designating these municipalities as operating municipal water and sewer systems, which generally serve the entire area of the cities and populated County areas immediately adjacent to their corporate limits. These agreements expire March 31, 2018. It will be necessary for these agreements to be extended an additional twenty years until March 31, 2038 before the Sewer Commission can secure a loan.

SPECIAL CONSIDERATION OR CONCERNS:

The final draft includes West Union as a signatory with a qualifying statement concerning their participation and pending referendum.

STAFF RECOMMENDATION FOR COMMITTEE ACTION:

Staff recommends discussion of the extension of the City-County agreements between the County, the Municipalities and the Sewer Commission and schedule adoption of the extended interlocal agreements for the February 21, 2006 Council Meeting.

FINANCIAL IMPACT:

Without the extension of the City-County Agreements, the Sewer Commission will be unable to secure long term loans to complete pending capital projects.

ATTACHMENTS:

Draft City-County Agreement
Submitted or Prepared By:

Opal O. Green
Department Head

Approved for Submittal to Council


Ron H. Rabun, County Administrator

Reviewed By/Initials:

 Finance

 Attorney

N/A Other

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

SEWER AGREEMENT

BETWEEN

OCONEE COUNTY

AND

THE CITIES OF

SENECA, WEST UNION, WALHALLA, AND WESTMINSTER

February 7, 2006

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
OMNIBUS SEWER AGREEMENT
BETWEEN
OCONEE COUNTY
AND
THE CITIES OF
SENECA, WEST UNION, WALHALLA, AND WESTMINSTER
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3/07/06

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

AMENDED

AGREEMENT

THIS AMENDED AGREEMENT made and entered into this ____ day of _____, 2005, by and between OCONEE COUNTY, South Carolina, hereinafter called "the County" and the MUNICIPALITIES OF SENECA, WALHALLA, WESTMINSTER, and WEST UNION (subject to Article XI) hereinafter called "the Municipalities."

PREAMBLE:

Section 1. Seneca, Walhalla, and Westminster entered into separate but identical, agreements with Oconee County, dated 3 March, 1978 (Seneca and Walhalla), March 30, 1979 (Westminster), 2 October, 1979 (West Union)¹ whereby Oconee County agreed to operate a wastewater treatment system and the Municipalities agreed to discharge effluent into the system for a period of forty years, as herein described:

Section 2. Oconee County owns a wastewater treatment plant (Conoross Wastewater Treatment Plant), trunk lines, connector lines, pump stations, and other necessary and appropriate apparatus ("the System"), the Municipalities (Seneca, Walhalla, and Westminster) own sewer collector lines which flow into the county system. Oconee County operates the System through the Oconee County Sewer Commission, ("OCSC" or "Sewer Commission") composed of three (3) members representing Seneca, two (2) members representing Walhalla two (2) members representing Westminster, and two members appointed by Oconee County Council at large from Oconee County, all selected in accordance with the existing Agreements between the Municipalities and Oconee County, dated 3 March, 1978, incorporated herein by reference, and according to Oconee County Ordinance 78-2.

Section 3. Except for one residential customer, (on a well) the Municipalities are the exclusive users of the System and by OCSC in accordance with the amount of effluent discharged by each Municipality, respectively, and treated by OCSC. There are Four (4) customers on Pioneer Water connected directly to the County Sewer who are upstream of the Westminster Sewer Meter. Pioneer collects sewer fees from these customers and remits the same to Westminster directly.

Section 4. Except for grants from state and federal agencies, the cost of operation, maintenance, and improvement of the System

¹ The West Union Agreement was slightly, but not significantly, different.

has been paid by the Municipalities, billed to and collected from customers of the Municipalities, respectively.

Section 5. In the original Municipal-County Agreements, each municipality and the County agreed to be bound by the Agreements for a period of forty (40) years from the date of the first accepted wastewater, expiring 31 March, 2018.

Section 6. In June 1993, because of industrial growth the industrial capacity of the wastewater treatment plant was nearing full capacity. In order to provide additional industrial/commercial capacity it became desirable to upgrade the sewer treatment plant to add treatment capacity. Oconee County, through the Sewer Commission, obtained from the South Carolina Budget and Control Board a low-interest loan in the sum of \$8,200,000. In 1996, the Commission began making annual payments on the loan in the sum of \$609,947. These payments are billed to and collected from the Municipalities, respectively, pro-rata.

Section 7. Because of the population growth of Oconee County, new technology, and new State and Federal regulations it is necessary to again up-grade and improve parts of the System to adequately serve the Municipalities.

Section 8. The Municipalities have agreed to maintain rates that will fund the necessary up-grades and improvements, which are described in Attachment 1.

Section 9. The County and Municipalities entered a separate Agreement ("SWAG"), dated 28 February, 2005, and a Memorandum of Understanding, dated 24 February, 2005. Oconee County entered into an Agreement with the South Carolina Department of Transportation, dated May 17, 2005, whereby the County agreed to treat the wastewater discharged from the Welcome Center located on Interstate 85.

Section 10. The Municipalities and County have agreed to extend and amend the existing agreement:

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The Municipalities (Seneca, Walhalla, Westminster, and West Union) and Oconee County Agree:

The Agreements, dated 3 March, 1978, (Seneca, and Walhalla) March 30, 1978 (Westminster) and 2 October, 1979 (West Union) are amended by striking the Agreements in their entirety and substituting the following Agreements:

ARTICLE I DEFINITIONS

Section 1. In this Agreement, unless a different meaning appears from the context:

Section 2. "Agreement" shall mean this document, duly executed by the parties, and all amendments hereafter made.

Section 3. Articles, sections and paragraphs mentioned by number are the respective Articles, Sections, and Paragraphs so numbered.

Section 4. "Municipality" or "Municipalities" shall mean the City or Cities of Seneca, Walhalla, Westminster, and the Town of West Union as identified in Section II, Article I, or otherwise mentioned in this Agreement.

Section 5. "County" shall mean Oconee County.

Section 6. "EPA" shall mean the Environmental Protection Agency, an agency of the United States Government.

Section 7. "MGD" shall mean million gallons per day as applied to a measurement of the effluent to be discharged.

Section 8. "PARTY" or "PARTIES" shall mean the signatories to this Agreement and their successors and assigns.

Section 9. "Sewer Commission" shall mean the commission created by Legislative Act in 1971 and currently organized pursuant to Oconee County Ordinance 78-2. OSCS is charged with the responsibility of operating and maintaining the Facilities of the Oconee County Wastewater Treatment Program; defining the purpose of the program to treat and dispose of residential, commercial, and industrial wastewater; and to insure the effective operation of the Sewer Program, in accordance with the conditions of the Sewer Referendum of 1976.

Section 10. "System" shall mean the wastewater treatment facilities, to include the trunk and connector lines originating

within the jurisdiction of the County and all additions and improvements thereto to be constructed by the County, which provides any wastewater treatment for Municipalities of Seneca, Walhalla, Westminster, and West Union and such other facilities as may be agreed upon.

Section 11. The term "System's cost" shall include operation and maintenance costs (including but not limited to personnel, power, equipment replacement, chemicals, materials, et cetera), debt service, reserve, depreciation and all related expenses necessary to provide operational self-sufficiency and payment of principal and interest on sewer revenue bonds to be issued by the County.

Section 12. The term "System's net cost" will involve the System's cost, less net revenue derived from users outside any Municipality, Process Wastewater Surcharges levied by the County against certain industrial and/or commercial users, and any other net revenue which may be derived from users who are not served or billed by the Municipalities.

Section 13. "Debt Services" shall be the financial obligation of the County to pay for any outstanding bonds or other debts related to the System.

Section 14. "Welcome Center System" shall mean the wastewater treatment facilities, to include the trunk lines and connector lines originating within the jurisdiction of the County and all additions and improvements thereto to be constructed by the County and which will serve areas not now served by the System as defined in Section 2.01 (8) above and which is defined by the Agreement between Oconee County and the South Carolina Department of Transportation.

ARTICLE II FACTUAL BACKGROUND

Section 1. Seneca, Walhalla, Westminster, and West Union are municipal corporations duly chartered by the State of South Carolina and pursuant to applicable constitutional and statutory provisions relative thereto. Seneca, Walhalla, Westminster, have established and now operates a municipal water and sewer system, which generally serves the entire area of each Municipality and populated areas immediately adjacent to the corporate limits of each Municipality. West Union currently has approximately 47 sewer customers.

Section 2. The County is a body corporate and politic which is governed by a County Council and which, by virtue of § 16, Article VIII, Constitution of the State of South Carolina, as well as other enabling legislation, is fully empowered to enter into this Agreement.

Section 3. As a means of setting forth the matters of essential inducement which have resulted in the making of this Amended Agreement, the parties hereto agree that the pertinent facts with respect thereto are set forth in the remaining sections of this Article.

Section 4. The qualified electors of Oconee County by referendum authorized the Oconee County Council to provide wastewater transportation and treatment facilities.

Section 5. The Sewer transportation and treatment facilities (hereinafter called "the System") consist of the assets described on Attachment 2.

Section 6. The County represents and warrants that the System, is in compliance with all applicable standards of EPA as well as applicable standards of the South Carolina Department of Health and Environmental Control ("DHRC").

Section 7. The County, through the Oconee County Sewer Commission, has obtained an SRF Loan which is payable from and secured by a pledge of the gross revenues derived from its operation of the System and has agreed to maintain rates and charges for the services furnished by the System sufficient to produce such revenues. Such covenant requires that all who use the System (be it one or more) pay such charges and, while at the present time there are four (4) users (Seneca, Walhalla, Westminster and West Union) who will be subject to rates and charges imposed by the County, the Municipalities are mindful of the fact that if, for one reason or another, there are less than four (4) major users, the remaining users would be required to pay the sums required by the County for the maintenance and operation of the System and the payment of debt service on revenue bonds which have been issued or may be issued by the County, which they have authority to do, from the revenues generated by the sewer systems. The System shall be self-sufficient, both as to operation and maintenance and retirement of debt, the full faith and credit of the County not being pledged.

Section 8. Notwithstanding any other provision of this Agreement, nothing herein shall prohibit the County from making contributions to the Municipality or to pay for operation, maintenance, and upgrade of the System from funds which can legally be used for such purpose.

Section 9. Seneca, Walhalla, Westminster, and West Union have determined that their rights in the System constitute extensions of their respective sewer systems and that their obligations to pay the County the rates and charges for the use of the System constitute a portion of the cost of operation and maintenance of their respective sewer systems. The obligations of Seneca,

* 10 April 1978

Walhalla, Westminster, and West Union to pay the cost of the operation and maintenance of their sewer systems are subordinate in all respects to their outstanding Revenue Bonds and to all other Revenue Bonds which may hereafter be issued on a parity therewith.

Section 10. Appropriate federal rules and regulations require, and it is agreed, that all users of the System pay their proportionate share of operation and maintenance costs, based upon waste load contribution in terms of volume, flow rate and/or strength. Each of the parties to this Agreement recognize that at the time of the execution of this Agreement, the System is for the primary benefit of the four (4) municipalities and their sewer customers located both within and outside each of the Municipalities's corporate limits.

Section 11. It is necessary that each Municipality agree to employ and use such System and to guarantee payment of the "System's net costs" in order to assure financial stability and flexibility of the System, which each, upon the execution of these presents, agrees to do. The "System's net costs" includes debt service and depreciation.

ARTICLE III AGREEMENTS BY THE MUNICIPALITIES

Section 1. The Municipalities, respectively, agree to exclusively use the System for the transportation for treatment of wastewater generated by its utility customers, including its water and its sewer customers located both within and without the Municipality's corporate limits, during the term of this agreement.

Section 2. The Municipalities, respectively, agree:

(1) To pay to the County for the treatment of their domestic and industrial wastewater a sum equal to the cost per thousand gallons of such treatment as determined by the County, employing good and accepted accounting practices. In arriving at such cost per thousand gallons for treatment, the following cost factors will be considered, to wit: the operation and maintenance of the System, the debt service on the County's sewer revenue bonds secured by a pledge of the revenues of the System, reasonable depreciation based upon the expected life of the System together with a reasonable reserve, taking into consideration other income which the System might earn from non-municipal customers, industrial waste surcharge and other sources of revenues available to the System. In determining the quantity of effluent being discharged into the System, meter readings shall be made at strategic points in order to measure the municipal

flow to the System and the maintenance of such meters will be made by the County in accordance with good and accepted engineering principles. Such payments shall be made at least quarterly or more often as the parties may hereafter agree.

(ii) Notwithstanding the provisions of Section 2(i) above, the Municipalities agree to pay their pro rata share of the "System's net cost", hereinafter called "the Annual Charge", as a minimum. In this regard, the Municipalities, respectively, will pay to the County, at least monthly one twelfth (1/12th) share of the minimum Annual Charge of the "System's net cost", which shall be allocated among the municipal customers of the System in direct proportion to such customer's share of the total effluent discharged by all such municipal customers into the System during the preceding calendar year. Such payments shall be due and payable fifteen (15) days after receipt of the County's computation of such quarterly or monthly costs, or more often as the parties agree, allocable to each respective customer; provided however, such proportionate shares shall be redetermined and recomputed annually. Such pro rata share shall be determined by dividing each of the municipal customers' annual volume of wastewater by the entire System's annual volume, multiplied by the "System's net cost" as defined herein, in order to determine the minimum which the Municipality herein agrees to pay.

(iii) Notwithstanding any other provision(s) of this Agreement, the County or Municipalities may charge commercial and/or industrial customers different rates and fees based on the make-up of effluent discharged, cost of installing sewer lines to the customer, the impact of the discharge on the System, or other factors which dictate a different rate.

(iv) Charges incurred by the Municipalities determined by the meter readings as provided in Section 3.02 (i) hereof, shall be applied toward the minimum, and any excess over the minimum incurred by the Municipalities, respectively, in any quarter of the operation of the System will be credited against the minimum which the Municipality will pay in the succeeding three quarters of such operation year. Provided however, any charges incurred by the Municipality, respectively, as a result of such meter readings which are in excess of the Municipality's minimum share of the System's Annual Cost at the end of any operational year, will be considered surplus funds and earnings on the books of the System, and such funds shall be taken into consideration in determining the "System's net cost" requirement for the preceding year as it relates to all its customers, and the same may not be carried over.

(v) In order to facilitate the Municipality's determination of their budgetary requirements for its fiscal year, the County will furnish each Municipality the information provided for in Article III, Section (ii) and (iii), hereof on or before the 1st day of June of each year after the first year.

Section 3. The Municipalities, respectively, agree to apportion the Annual Charge in accordance with appropriate state and federal rules and regulations, to all users or customers, in proportion to flow. Each user will be on the basis of uniform rates, to fairly reflect the Municipalities' proportionate share of the "System's net cost" as required under Section 1.01 6) hereof, as well as any other charges which the Municipalities, respectively may desire.

Section 4. Each Municipality, respectively, agrees to maintain a Sewer System Rehabilitation program as described in the Municipality's Sewer System Evaluation Survey performed under the federal grant provisions of EPA a Project Number C 450 366 011. Provided however, the County will assist the Municipality in such rehabilitation efforts and requirements.

Section 5. Each Municipality agrees to implement and enforce a Sewer Use Ordinance which will prohibit sources of inflow (illegal connections from sump pumps, foundation drains, roof leaders, et cetera) from being connected to its sewer system, and require proper design and wastewater techniques for new connections.

Section 6. Each Municipality agrees to open its books for inspection by County officials and/or officials of DHEC, and EPA, so as to enable such officials to determine whether or not water - sewer users of the Municipality are paying their pro rata share of the Annual Charge, as provided herein.

Section 7. The Municipalities agree to assist the County in the establishment and implementation of an Industrial Cost Recovery System and a user charge for such industries, and in this regard, the Municipalities agrees to furnish information to the County concerning the amount of water sold to an industry or commercial establishment during the Municipality's normal billing period.

Section 8. Each Municipality agrees to measure by sewer meter, bill and collect, a Process Wastewater Surcharge directly from the commercial and industrial users involved; the said sewer meter shall be built or procured according to County Sewer Commission standards, and its installation shall be likewise subject to approval of the Commission. The cost of such meter and its installation shall be borne solely by the industrial or commercial users.

Section 9. In the event a Municipality shall fail to make payments of any charge required herein, the payment so in default shall continue to be an obligation of the respective Municipality

until the amount in default shall have been fully paid, and the Municipality agrees to pay the same, with interest thereon from the date of such default at the rate of six (6%) per cent per annum until fully paid.

Section 10. Each Municipality waives any right of sovereign immunity it may have as to any actions brought by the County and/or its successors, to collect payment due the County by reason of the Municipalities' portion of the System's Costs which are in default.

Section 11. Each Municipality covenants that it will at all times maintain in effect rates for the use of its water and sewer system in an amount sufficient, together with other funds available therefor, to discharge its obligation under its outstanding revenue bonds and general obligation bonds additionally secured by a pledge of sewer revenues and all bonds hereafter issued on a parity therewith, and to discharge its obligations under this Agreement, and any amendments thereto.

ARTICLE IV AGREEMENTS BY THE COUNTY

Section 1. The County agrees to maintain the System in such a manner as to provide satisfactory wastewater treatment to the Municipality, and to maintain the System so as to keep the inflow/infiltration (I/I) into the County's System within reasonable limits, and to allow the Municipality to Discharge wastewater into the System pursuant to the terms of this Agreement.

Section 2. The County agrees to operate the System in accordance with the requirements of the DHEC and the EPA.

Section 3. The County agrees to furnish each Municipality in the eleventh month of each operating year, estimates of the "System's cost", "System's net cost", and the Municipality's Annual Charge for the succeeding year.

Section 4. The County agrees to provide technical assistance to each Municipality in establishing a User Charge System for distribution of its Annual Charge, in developing a Sewer Use Ordinance, and in undertaking the Sewer System Rehabilitation Program.

Section 5. The County agrees to provide and read one or more sewer master meters which will measure the wastewater discharged by each Municipality into the System, at least monthly, and to furnish the Municipality the information disclosed by such reading.

Section 6. The County agrees to open its books for inspection by appropriate officials of the DHEC, EPA and by each Municipality.

Section 7. Municipalities will not be charged by the County for any costs or expenditures incurred for the construction, operation, and/or maintenance of any sewer system which does not serve the municipalities or their customers (users).

**ARTICLE V
MUTUAL AGREEMENTS BY THE COUNTY
AND MUNICIPALITIES**

Section 1. The computation of the "System's cost", the "Process Wastewater Surcharge" and each Municipality's Annual Charge shall be the responsibility of the County.

Section 2. The sewer master meter readings of the wastewater flow from each Municipality will be used as a primary basis for determining the payment to the County by the Municipality for services furnished the Municipality by the System.

Section 3. Unmetered domestic users will be and billed by the County on the basis of an assumed usage of seventy-five (75) gallons of wastewater discharged to the System per day for each person living in such user's dwelling. In this regard, unmetered commercial customers, that is, a commercial enterprise employing more than three (3) persons, shall be required to furnish and install at its own expense a master sewer meter or establish some other acceptable proof of usage of the System to the satisfaction of the County. The County agrees to further adopt policies relating to the acceptance of wastewater effluent from subdividers and/or subdistricts in keeping with the general requirements of this Agreement, including but not limited to a method of determining reasonable usage of the System, a method of collection from such subdivider and/or subdistrict, to insure the financial stability of the System, and an assessment of a charge which reflects the fair user concept required by the Environmental Protection Agency. The revenues produced by such customers, industries, unmetered domestic users, both residential and commercial, and subdistricts will reduce the "System's net cost" and Annual Charge which is the basis of the minimum guaranteed by the Municipality.

Section 4. Each Municipality, respectively, agrees to maintain its lateral lines and to promulgate such regulations as may be desirable to minimize infiltration/inflow (hereinafter called "I/I") into the Municipality's system. (In accordance with Oconee County Ordinance 79-4 and 95-7.) Each of the parties hereto recognize the impossibility of complete elimination of I/I. Therefore, the County agrees that it will treat such I/I determined according to the standards and practices hereinafter set forth, for a cost equal to that cost per thousand gallons which would be to pay the "System's net cost", as provided in Section 3.02(i) hereof, less that percentage reflecting the debt service on the revenue bonds to be issued by the County included in such formula, conditioned, however, upon the following factors:

(i) That such reduced cost shall be applied to effluent in excess of the minimum amount necessary to pay the respective Municipality's pro-rata share of the "System's net cost."

(ii) The amount of such I/I does not amount to more than the percentage determined by the Oconee Sewer Commission to be put into the System by the Municipality and as to such excess, the same shall be treated and for in the same manner and amount as all other effluent;

(iii) If required from time to time by the County, to determine what amount or portion of the effluent transmitted by the Municipality to the System is I/I, the parties agree to conduct I/I determination tests by measuring by the flow meters in three separate twenty-four hour periods during which there is no precipitation, the amount of effluent which the Municipality discharges into the System's lines, divided by a like measurement of effluent on three separate twenty-four periods when there is significant precipitation. The resulting percentage, hereinafter called "the normal effluent input rate" shall be the benchmark used to determine the I/I into the Municipality's lines in periods of wet or rainy weather;

(iv) In any event, at all times during the term of this Agreement, each Municipality agrees to adopt such appropriate Ordinances and take whatever steps necessary to minimize any inflow of surface water, and infiltration of groundwater to its lateral transmission lines.

ARTICLE VI SPECIAL COVENANTS

Section 1. The County will, at all times, operate and maintain the System in good repair and working condition, unless prevented therefrom by force majeure which term, as used herein, shall mean without limitation, the following:

Acts of God, strikes, lockouts and other industrial disturbances, acts of public enemies, orders of any kind of the government of the United States or of South Carolina or any of their departments, agencies, or officials, or any civil or military authority; insurrections, riots, epidemics; landslides; lightning; earthquakes; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery or transmission pipes or lines; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the County. Provided, however, that nothing herein contained shall be construed to empower any party to this Agreement to issue an order which could be construed to be a force majeure.

Section 2. The County will give each Municipality such notice as the County may have of unscheduled interruptions of service. The County will exert its best efforts and all diligence to anticipate and to correct interruptions of service.

Section 3. The County agrees to give each Municipality seven days notice of any known or scheduled interruptions of normal access to the System, whether partial or complete, and to make suitable alternative provisions for the disposal of each Municipality's effluent. The County also agrees to consult with each Municipality concerning the extent of scheduled service interruptions so as not to interfere unreasonably with the Municipality's normal operating schedule.

Section 4. The County shall make available to each Municipality, upon request, any and all operating and flow records.

Section 5. Should the County fail to observe the covenant to operate and maintain the System, any Municipality, or all of the Municipalities, or any combination, may, after ten (10) days written notice:

(i) Take such steps as may be necessary to place the System in good condition and working order at the expense of the County, whereupon the County, upon demand, shall repay the respective Municipality or combination thereof for all expenses incurred; OR

(ii) Bring action against the County for specific performance to enforce the covenants of the County relating to the operation and maintenance of the System.

Section 6. Should the County fail to observe any other covenant or agreement herein made, any Municipality may, after ten (10) days written notice, bring action against the County for the specific performance by the County of such other covenant or agreement.

Section 7. The remedies herein granted to the Municipality shall be exclusive and shall be in lieu of all other remedies that the Municipalities may have at law or in equity, and notwithstanding, if the County shall become indebted to any Municipality, the respective Municipality shall have no right to offset to its obligations to make payment under the provisions of this Agreement hereof.

Section 8. Notwithstanding the terms of Section 4.02 (1) or (3), nothing herein contained shall be construed to obligate or encumber the general fund of Oconee County and any and all liability assumed by the County relates to the revenues derived and contracted for by said County relative to the operation of the System.

Section 9. The Municipalities will not be charged for: the transportation or treatment, of any wastewater which is not discharged by the respective municipality; for the cost of the operation of the sewer system which is not attributable to the transportation or treatment of wastewater by the respective municipality; nor shall any municipality be charged for the installation or operation of any system which is not described in this Agreement.

ARTICLE VII EVENTS OF DEFAULT

Section 1.

The following shall be "events of default" under the Agreement as applied to each Municipality and the terms "events of" or "default" shall mean, whenever they are used in this Agreement any one or more of the following events:

(i) Failure by any Municipality to pay the sums required to be paid under Article III of the Agreement at the times specified therein, and continuing for a period of thirty (30) days after written notice by mail or personal delivery.

(ii) Failure by any Municipality to observe and perform any covenant or agreement in this Agreement on the part of such Municipality to be observed and performed, other than as referred to in subsection (a) of this Section, for a period of thirty (30) days after receipt of written notice, specifying such failure and requesting that it be remedied, given to the defaulting Municipality by the County, unless the County shall agree in writing to an extension of such time prior to its expiration (or in case of any such default which cannot with due diligence be cured within such 30-day period, if the Municipality shall fail to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with a default not susceptible of being cured with due diligence within 30 days, that the time of the Municipality within which to cure the same shall be extended for such period as may be necessary to complete the curing of the same with all due diligence.)

Section 2. Notwithstanding the provisions of any other paragraph of this Agreement, if or in the event of any of the major users of the System (i.e., Seneca, Walhalla, Westminster, West Union) fail to pay their pro rata share of the "System's Net Cost", as provided herein, then and in such an event within forty-five (45) days of such default, the County agrees to institute legal action to enforce such collection, including but not limited to the prayer and petition to a Court of competent jurisdiction for the

appointment of a Receiver of the sewer system of the defaulting Municipality so as to compel payment of such defaulting Municipality share and to prevent undue burden being placed upon the other major users of the System.

Section 1. In the event of default by any of the Municipalities (i.e., Seneca, Walsalla, Westminster West Union) any monies which may from time to time be declared available by the County Government for the use of such Municipality under the "County Revenue Sharing Program," shall be and the same is herewith irrevocably assigned by each of the Municipalities for application toward the payment of the obligation which such Municipality may have to the County by reason of its pro rata share of the "System's Net Cost" as provided herein, and such defaulting's Municipality's share of such Revenue Sharing funds may be paid by the County to defray the cost of the defaulting Municipality's charges. This remedy shall be nonexclusive and in addition to all other remedies provided for in this Agreement.

ARTICLE VIII REMEDIES OF THE COUNTY ON DEFAULT

Section 1. Whenever any event of default referred to in Section 3.01 hereof shall have happened and be subsisting, the County may take whatever further action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due hereunder, or to enforce performance and observance of any obligation, agreement or covenant of the defaulting Municipality under this Agreement, to the extent of the sewer system of the defaulting Municipality and the revenues derived therefrom.

Section 2. No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, except as provided by appropriate statutes of limitations, but any such right and power may be exercised from time to time as often as may be expedient. In order to entitle the County to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 3. In the event any agreement contained in this Agreement should be breached by any party hereto, and thereafter waived by any other party hereto, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**ARTICLE IX
MISCELLANEOUS**

Section 1. The System shall at all times be the sole and absolute property of the County.

Section 2. The County agrees so long as each Municipality, respectively, shall fully and punctually pay all of the sums provided to be paid hereunder by each Municipality, and shall fully and punctually perform all of its other covenants and agreements hereunder, the County agrees to treat sewer discharged by each Municipality, respectively.

Section 3. Notices given by one Party hereto to another shall be effective only when received by the Party being noticed as evidenced by signed receipt therefor.

Section 4. Any party hereto may, but shall not be required to, record this Agreement in the Office of the Register of Deeds of Oconee County, South Carolina.

Section 5. This Agreement shall inure to the benefit of and shall be binding upon the County, and Seneca, Walhalla, Westminster, and West Union, and their respective successors or assigns.

Section 6. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 8. This Agreement is prepared and entered into with the intention that the law of the State of South Carolina shall govern its construction.

Section 7.09 This Agreement may not be amended, changed, modified, or terminated without in each instance the prior written consent of the Parties hereto.

**ARTICLE X
TERM OF AGREEMENT**

This Agreement shall remain in force and effect from the date of this Agreement until March 31, 2042. This agreement is automatically renewed for four (4) terms of ten (10) years, unless notice of non renewal is given by any signatory at least twelve (12) months before the expiration of either the term of the Agreement or any renewal.

ARTICLE XI
CONTINGENCIES

The Agreement by West Union is contingent upon the citizens of West Union passing an Ordinance authorizing West Union to own and operate a sewer collection system.

ARTICLE XII
EXECUTION

This Agreement may be executed as counterparts and shall constitute a unified Agreement.

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THE PARTIES HAVE EXECUTED THIS AGREEMENT on the date set forth.

Oconee County

by: _____

Attest: _____

Oconee Sewer Commission

by: _____

City of Seneca

by: _____

Attest: _____

Clerk _____

City of Walhalla

by: _____

Attest: _____

Clerk _____

City of Westminster

by: _____

Attest: _____

Clerk _____

Town of West Union

by: _____

Attest: _____

Clerk _____

ATTACHMENT 1
to the
AMENDED AGREEMENT
February 2006
OCONEE COUNTY and the Municipalities of
SENECA, WALHALLA, WESTMINSTER, & WEST UNION

SEWER INFRASTRUCTURE PROJECTS

Oconee County has recently completed a Master Plan, which identified areas of the County, which were strategic for industrial or commercial development. Some of these areas either lacked adequate sewer facilities or the existing facilities needed upgrading to meet the demands for growth and future development. The Master Plan included some information on the below referenced projects to determine the feasibility of pursuing them.

Martin Creek Sewer Project
Richland Creek/Bountyland Sewer Project
Septic and Grease Receiving Facility Project

A) The Martin Creek Sewer Project is the result of a combination of significant growth and rainfall events which have placed increased demands on the various pump stations, gravity lines, and force mains in the Martin Creek drainage basin. The Martins Creek Pump Station is part of the original OCSC trunkline and transportation sewer system, which began operation in January 1980. A Martin Creek Drainage Basin Flow Relief Evaluation study was conducted in 2001, and identified significant overflow potential at the Martin Creek pump station caused by wet weather flows in the existing collection systems. The elements of the study included a review the pump station, force main, and sewer design capacities that are impacted downstream of the Martin Creek system. Alternatives and recommendations were presented and costs were developed for several various alternatives. The most cost effective alternative at the time was a combination of flow diversion, parallel sewer trunklines, and a new Relief Pump Station.

B) The Richland Creek/Bountyland Sewer Project was originally projected to serve the geographical center of Oconee County with a sewer trunkline between Halfway Branch on SC Highway 28 and Richland Creek on US Highway 123. The project was included in the 201 Facilities Plan update in 1993. A Preliminary Engineering Report was developed in 1998 and was expanded in 2004 to include the Bountyland area of Seneca SC. The PER included estimated costs for the project. A primary benefit of the project is the potential to eliminate 5 Pumping Stations by providing gravity sewer to those existing locations while expanding the capability to handle the extensive growth in the basin.

C) The Septic and Grease Receiving Facility Project was studied in 2005 for the Coneross Creek Wastewater Treatment Facility. The study addressed historical quantities of waste generated and disposed of at the CCWTF and the growth of septic tanks used in the County. The problems associated with handling this high strength waste and proposed solutions were also presented. The CCWTF is currently the only SCDHSC approved facility in Oconee County for disposal of septic tank wastes. The septic tank permits issued for new residential construction in the County continues to increase the demand on the treatment facility for this service. Grease removal was also part of the Septic Facility Study due to the increasing number of food service establishments on the OCSC sewer system and the associated problems.

ATTACHMENT 2
to the
AMENDED AGREEMENT
February __, 2006
OCONEE COUNTY and the MUNICIPALITIES of
SENECA, WALHALLA, WESTMINSTER, & WEST UNION

SEWER TRANSPORTATION AND TREATMENT

The OCSC Sewer System includes a Wastewater Treatment Facility located at 623 Return Church Road, Seneca SC, with a total design capacity of 7.8 million gallons per day.

The Trunklines system includes approximately sixty (60) miles of Gravity Sewer and Force Mains, Eighteen (18) Pumping Stations and Four (4) Flow Monitoring Stations, serving the Tri City area of Seneca, Walhalla, Westminster, and West Union, SC.